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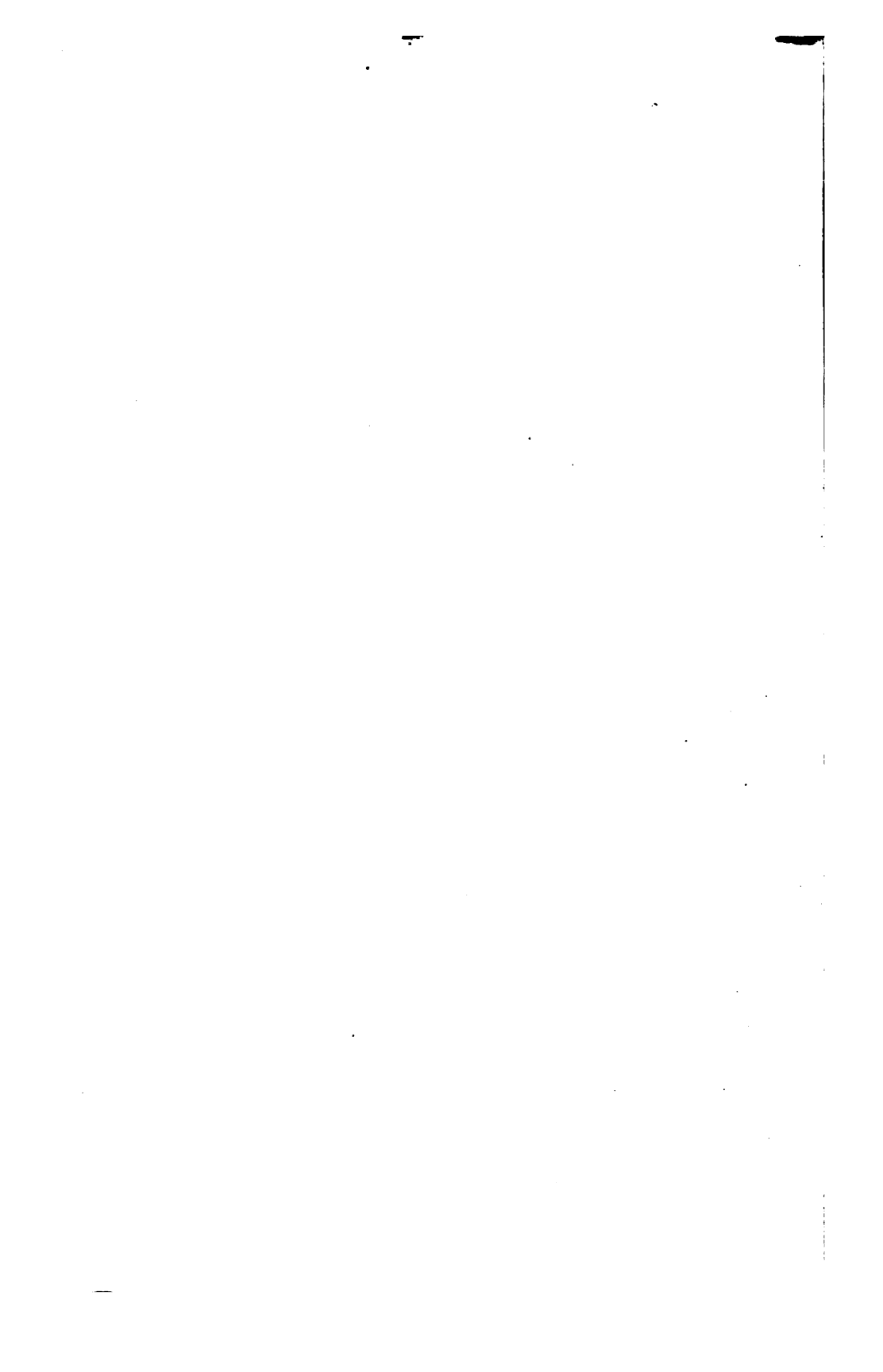
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A HANDY BOOK
OF
Exercises
ON A SERIES OF
ABSTRACTS OF TITLE
TO
FREEHOLD, COPYHOLD, AND LEASEHOLD ESTATES,
AND PERSONALTY,
WITH
OBSERVATIONS AND REQUISITIONS ON EACH TITLE,
ARRANGED AS EXERCISES FOR THE USE OF LAW STUDENTS
AND ARTICLED CLERKS:
INCLUDING
THE REAL PROPERTY LIMITATION ACT, 1874,
37 & 38 VICT. c. 57,
THE REAL PROPERTY (VENDOR AND PURCHASER) ACT,
37 & 38 VICT. c. 78,
And Observations thereon.
BY W. H. COMYNS.

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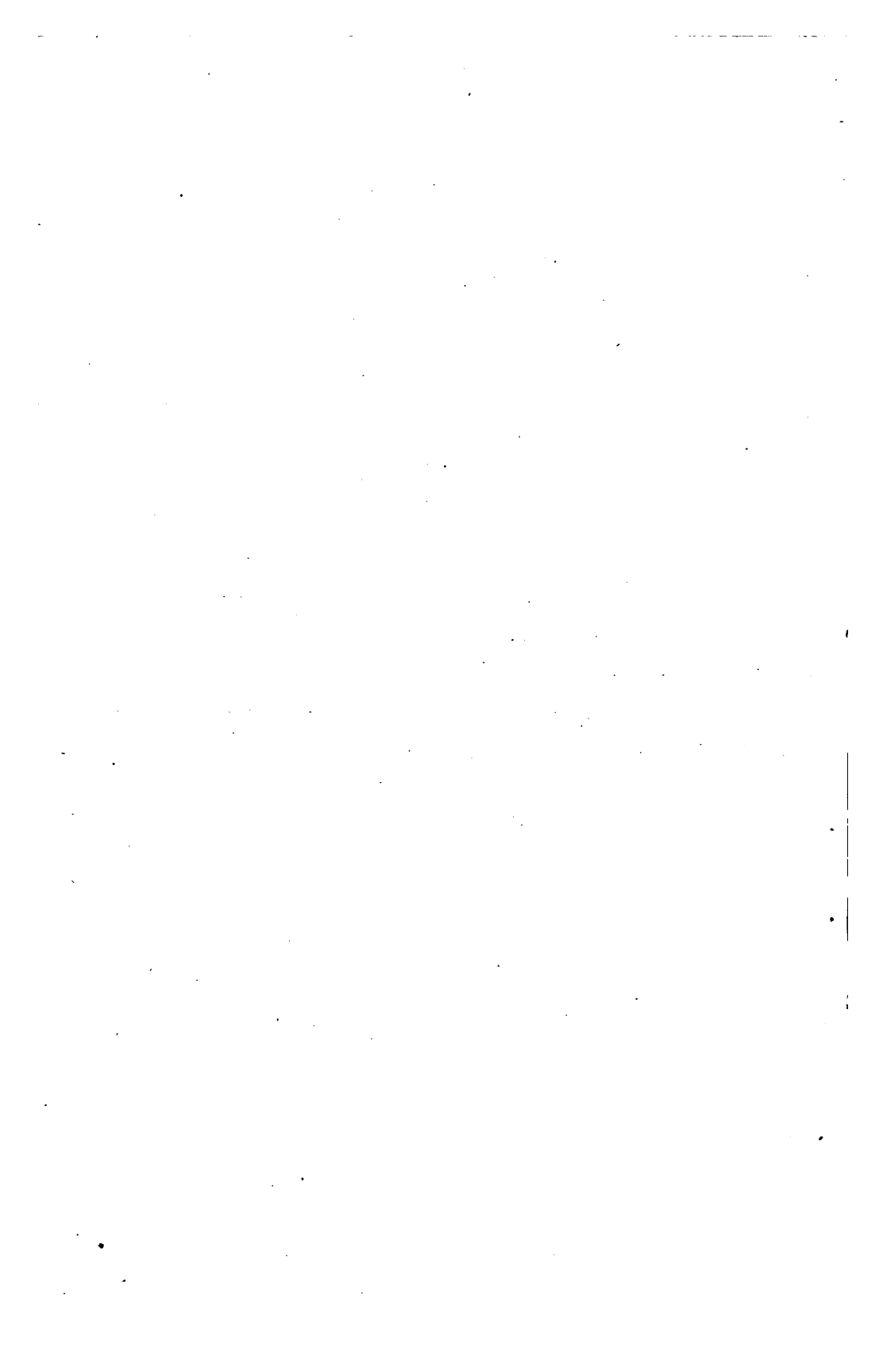
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PREFACE.

Two Acts of Parliament were passed in 1874, making various alterations in the Law relating to Real and Personal Property: these Acts, 37 & 38 Vict. c. 57, and 37 & 38 Vict. c. 78, are set out fully in this Work. In consequence of the alterations in the Law effected by these Acts, it has become requisite to revise this Work, and all copies of the former editions having been disposed of, the third Edition, with the required alterations and various new matter, is now presented to the Profession.

October, 1877.



THE
REAL PROPERTY ACT, 1874.

VENDORS AND PURCHASERS.

37 & 38 VICT. c. 78.

An Act to amend the Law of Vendor and Purchaser, and further to simplify Title to Land. [7th August, 1874.]

WHEREAS it is expedient to facilitate the transfer of land by means of certain amendments in the law of vendor and purchaser :

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. In the completion of any contract of sale of land made after the thirty-first day of December, one thousand eight hundred and seventy-four, and subject to any stipulation to the contrary in the contract, forty years shall be substituted as the period of commencement of title which a purchaser may require in place of sixty years, the present period of such commencement; nevertheless earlier title than forty years may be required in cases similar to those in which earlier title than sixty years may now be required.

Forty years substituted for sixty years as the root of title.

2. In the completion of any such contract as aforesaid, and subject to any stipulation to the contrary in the contract, the obligations and rights of vendor and purchaser shall be regulated by the following rules; that is to say,

Rules for regulating obligations and rights of vendor and purchaser.

First. Under a contract to grant or assign a term of years, whether derived or to be derived out of a freehold or leasehold estate, the intended lessee or assign shall not be entitled to call for the title to the freehold.

Second. Recitals, statements, and descriptions of facts, matters, and parties contained in deeds, instruments, acts of parliament, or statutory declarations, twenty years old at the date of the contract, shall, unless and except so far as they shall be proved to be inaccurate, be taken to be sufficient evidence of the truth of such facts, matters, and descriptions.

Third. The inability of the vendor to furnish the purchaser with a legal covenant to produce and furnish

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copies of documents of title shall not be an objection to title in case the purchaser will, on the completion of the contract, have an equitable right to the production of such documents.

Fourth. Such covenants for production as the purchaser can and shall require shall be furnished at his expense, and the vendor shall bear the expense of perusal and execution on behalf of and by himself, and on behalf of and by necessary parties other than the purchaser.

Fifth. Where the vendor retains any part of an estate to which any documents of title relate he shall be entitled to retain such documents.

Trustees may sell, &c. notwithstanding rules.

Legal personal representative may convey legal estate of mortgaged property.

Bare legal estate in fee simple to vest in executor or administrator.

Married woman who is a bare trustee may convey, &c.

Protection and priority by legal estates and tacking not to be allowed.

3. Trustees who are either vendors or purchasers may sell or buy without excluding the application of the second section of this act.

4. The legal personal representative of a mortgagee of a freehold estate, or of a copyhold estate to which the mortgagee shall have been admitted, may, on payment of all sums secured by the mortgage, convey or surrender the mortgaged estate, whether the mortgage be in form an assurance subject to redemption, or an assurance upon trust.

5. Upon the death of a bare trustee of any corporeal or incorporeal hereditament of which such trustee was seised in fee simple, such hereditament shall vest like a chattel real in the legal personal representative from time to time of such trustee.

6. When any freehold or copyhold hereditament shall be vested in a married woman as a bare trustee, she may convey or surrender the same as if she were a feme sole.

7. After the commencement of this act, no priority or protection shall be given or allowed to any estate, right, or interest in land by reason of such estate, right, or interest being protected by or tacked to any legal or other estate or interest in such land; and full effect shall be given in every court to this provision, although the person claiming such priority or protection as aforesaid shall claim as a purchaser for valuable consideration and without notice: Provided always, that this section shall not take away from any estate, right, title, or interest any priority or protection which but for this section would have been given or allowed thereto as against any estate or interest existing before the commencement of this act.

repealed & transferred to Act. 75. [N.B.—This section is repealed by section 129 of 38 & 39 Vict. c. 87.] *has been in force from*

Non-registration of will in Middlesex, &c. cured in certain cases.

8. Where the will of a testator devising land in Middlesex or Yorkshire has not been registered within the period allowed by law in that behalf, an assurance of such land to a purchaser or mortgagee by the devisee or by some one deriving title under him shall, if registered before, take pre-

6 months or 3 years.

x 7th Aug. 74 to 1st Jan. 76.

cedence of and prevail over any assurance from the testator's heir-at-law.

9. A vendor or purchaser of real or leasehold estate in England, or their representatives respectively, may at any time or times and from time to time apply in a summary way to a judge of the Court of Chancery in England in chambers, in respect of any requisitions or objections, or any claim for compensation or any other question arising out of or connected with the contract, (not being a question affecting the existence or validity of the contract,) and the judge shall make such order upon the application as to him shall appear just, and shall order how and by whom all or any of the costs of and incident to the application shall be borne and paid.

Vendor or purchaser may obtain decision of judge in chambers as to requisitions or objections, or compensation, &c.

A vendor or purchaser of real or leasehold estate in Ireland, or their representatives respectively, may in like manner and for the same purpose apply to a judge of the Court of Chancery in Ireland, and the judge shall make such order upon the application as to him shall appear just, and shall order how and by whom all or any of the costs of and incident to the application shall be borne and paid.

10. This act shall not apply to Scotland, and may be cited as the Vendor and Purchaser Act, 1874. Extent of act.

OBSERVATIONS.

The foregoing Act makes several alterations in the Law of Real Property (inter alia):

Sect. 1. A *forty* years' title is (in most cases) substituted for a *sixty* years' title.

Sect. 2. A lessee or assign of a term of years is not entitled to call for the title to the freehold.

Sect. 4 empowers the legal personal representative of a mortgagee of a freehold or copyhold estate, "on payment of all sums secured by the mortgage," to convey or surrender the mortgaged estate.

It will be observed that this section does not apply to a sale by a mortgagee under a power; nor does it enable the legal personal representative to pass the legal estate in a mortgaged estate, except in cases where the whole sum secured by the mortgage is paid off.

If the owner of the equity of redemption in an estate, the mortgage debt whereon is vested in the legal personal representative of his mortgagee, wishes to sell a portion of the estate, and the personal representative of the mortgagee agrees to release the portion sold, either on the terms of the purchase-money being paid to him in part satisfaction of the amount due, or on the terms of the whole debt remaining charged on the unsold portion of the estate, such legal personal representative cannot convey the legal estate to the purchaser.

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Also, if the owner determined to offer the property in lots, with the concurrence of the mortgagee's personal representative, such representative could not, by concurring in the several conveyances, pass the legal estate even if the whole of the purchase-money of every lot were paid to him, unless the purchase-money of the first lot proved sufficient to discharge the whole mortgage debt.

The heir or devisee of the mortgagee would be a necessary party.

By section 5, on the death of a bare trustee of a freehold or copyhold estate, the estate will vest in his legal personal representative.

Sect. 7. It must be kept in mind that sect. 7, which took away the protection and priority of legal estates, has been repealed by sect. 129 of the Land Transfer Act, 1875, which section is next hereinafter set out.

By section 129 of the 38 & 39 Vict. c. 87, it is enacted, that "the seventh section of the Vendor and Purchaser Act, 1874, is hereby repealed as from the date at which it came into operation, except as to any thing duly done thereunder before the "commencement of this act" (viz., 1st day of January, 1876).

See Conveyancing & Law of P & M Act 81.

S. 3. as to S. 2. of this (V & P) act.

S. 30. repealing S. 4 in cases of death after Dec. 31. 81.

"Sub S. 1. . . . S. 5"

THE
REAL PROPERTY LIMITATION ACT, 1874.

37 & 38 VICT. c. 57.

*An Act for the further Limitation of Actions and Suits
relating to Real Property.* [7th August, 1874.]

WHEREAS it is expedient further to limit the times within which actions or suits may be brought for the recovery of land or rent, and of charges thereon :

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. After the commencement of this act no person shall make an entry or distress, or bring an action or suit, to recover any land or rent, but within twelve years next after the time at which the right to make such entry or distress, or to bring such action or suit, shall have first accrued to some person through whom he claims ; or if such right shall not have accrued to any person through whom he claims, then within twelve years next after the time at which the right to make such entry or distress, or to bring such action or suit, shall have first accrued to the person making or bringing the same.

No land or rent to be recovered but within twelve years after the right of action accrued.

2. A right to make an entry or distress, or to bring an action or suit, to recover any land or rent, shall be deemed to have first accrued, in respect of an estate or interest in reversion or remainder, or other future estate or interest, at the time at which the same shall have become an estate or interest in possession, by the determination of any estate or estates in respect of which such land shall have been held, or the profits thereof, or such rent shall have been received, notwithstanding the person claiming such land or rent, or some person through whom he claims, shall at any time previously to the creation of the estate or estates which shall have determined, have been in the possession or receipt of the profits of such land, or in receipt of such rent : but if the person last entitled to any particular estate on which any future estate or interest was expectant shall not have been in the possession or receipt of the profits of such land, or in receipt of such rent, at the time

Provision for case of future estates.

Time limited to six years when person entitled to the particular

estate out of possession, &c.

when his interest determined, no such entry or distress shall be made, and no such action or suit shall be brought by any person becoming entitled in possession to a future estate or interest, but within twelve years next after the time when the right to make an entry or distress, or to bring an action or suit, for the recovery of such land or rent, shall have first accrued to the person whose interest shall have so determined, or within six years next after the time when the estate of the person becoming entitled in possession shall have become vested in possession, whichever of those two periods shall be the longer; and if the right of any such person to make such entry or distress, or to bring any such action or suit, shall have been barred under this act, no person afterwards claiming to be entitled to the same land or rent in respect of any subsequent estate or interest under any deed, will, or settlement, executed or taking effect after the time when a right to make an entry or distress, or to bring an action or suit, for the recovery of such land or rent, shall have first accrued to the owner of the particular estate whose interest shall have so determined as aforesaid, shall make any such entry or distress, or bring any such action or suit, to recover such land or rent.

In cases of infancy, coverture, or lunacy at the time when the right of action accrues, then six years to be allowed from the termination of the disability or previous death.

3. If at the time at which the right of any person to make an entry or distress, or to bring an action or suit, to recover any land or rent, shall have first accrued as aforesaid, such person shall have been under any of the disabilities hereinafter mentioned (that is to say), infancy, coverture, idiocy, lunacy, or unsoundness of mind, then such person, or the person claiming through him, may, notwithstanding the period of twelve years or six years (as the case may be,) hereinbefore limited shall have expired, make an entry or distress, or bring an action or suit to recover such land or rent at any time within six years next after the time at which the person to whom such right shall first have accrued shall have ceased to be under any such disability, or shall have died (whichever of those two events shall have first happened).

No time to be allowed for absence beyond seas.

4. The time within which any such entry may be made, or any such action or suit may be brought as aforesaid, shall not in any case after the commencement of this act be extended or enlarged by reason of the absence beyond seas during all or any part of that time of the person having the right to make such entry, or to bring such action or suit, or of any person through whom he claims.

Thirty years utmost allowance for disabilities.

5. No entry, distress, action or suit shall be made or brought by any person who at the time at which his right to make any entry or distress, or to bring an action or suit to recover any land or rent shall have first accrued, shall

be under any of the disabilities hereinbefore mentioned, or by any person claiming through him, but within thirty years next after the time at which such right shall have first accrued, although the person under disability at such time may have remained under one or more of such disabilities during the whole of such thirty years, or although the term of six years from the time at which he shall have ceased to be under any such disability, or have died, shall not have expired.

6. When a tenant in tail of any land or rent shall have made an assurance thereof which shall not operate to bar the estate or estates to take effect after or in defeasance of his estate tail, and any person shall by virtue of such assurance at the time of the execution thereof, or at any time afterwards, be in possession or receipt of the profits of such land, or in the receipt of such rent, and the same person or any other person whosoever (other than some person entitled to such possession or receipt in respect of an estate which shall have taken effect after or in defeasance of the estate tail) shall continue or be in such possession or receipt for the period of twelve years next after the commencement of the time at which such assurance, if it had then been executed by such tenant in tail, or the person who would have been entitled to his estate tail if such assurance had not been executed, would, without the consent of any other person, have operated to bar such estate or estates as aforesaid, then at the expiration of such period of twelve years such assurance shall be and be deemed to have been effectual as against any person claiming any estate, interest, or right to take effect after or in defeasance of such estate tail.

In case of possession under an assurance by a tenant in tail, which shall not bar the remainders, they shall be barred at the end of twelve years after that period, at which the assurance, if then executed, would have barred them.

7. When a mortgagee shall have obtained the possession or receipt of the profits of any land or the receipt of any rent comprised in his mortgage, the mortgagor, or any person claiming through him, shall not bring any action or suit to redeem the mortgage but within twelve years next after the time at which the mortgagee obtained such possession or receipt, unless in the meantime an acknowledgment in writing of the title of the mortgagor, or of his right to redemption, shall have been given to the mortgagor or some person claiming his estate, or to the agent of such mortgagor or person, signed by the mortgagee or the person claiming through him; and in such case no such action or suit shall be brought but within twelve years next after the time at which such acknowledgment, or the last of such acknowledgments, if more than one, was given; and when there shall be more than one mortgagor, or more than one person claiming through the mortgagor or mortgagors, such acknowledgment, if given

Mortgagor to be barred at end of twelve years from the time when the mortgagee took possession or from the last written acknowledgment.

to any of such mortgagors or persons, or his or their agent, shall be as effectual as if the same had been given to all such mortgagors or persons; but where there shall be more than one mortgagee, or more than one person claiming the estate or interest of the mortgagee or mortgagees, such acknowledgment, signed by one or more of such mortgagees or persons, shall be effectual only as against the party or parties signing as aforesaid, and the person or persons claiming any part of the mortgage money or land or rent by, from, or under him or them, and any person or persons entitled to any estate or estates, interest or interests, to take effect after or in defeasance of his or their estate or estates, interest or interests, and shall not operate to give to the mortgagor or mortgagors a right to redeem the mortgage as against the person or persons entitled to any other undivided or divided part of the money or land or rent; and where such of the mortgagees or persons aforesaid as shall have given such acknowledgment shall be entitled to a divided part of the land or rent comprised in the mortgage, or some estate or interest therein, and not to any ascertained part of the mortgage money, the mortgagor or mortgagors shall be entitled to redeem the same divided part of the land or rent on payment, with interest, of the part of the mortgage money which shall bear the same proportion to the whole of the mortgage money as the value of such divided part of the land or rent shall bear to the value of the whole of the land or rent comprised in the mortgage.

Money charged upon land and legacies to be deemed satisfied at the end of twelve years if no interest paid nor acknowledgment given in writing in the meantime.

8. No action or suit or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment or lien, or otherwise charged upon or payable out of any land or rent, at law or in equity, or any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same, unless in the meantime some part of the principal money, or some interest thereon shall have been paid, or some acknowledgment of the right thereto shall have been given in writing signed by the person by whom the same shall be payable, or his agent, to the person entitled thereto, or his agent; and in such case no such action or suit or proceeding shall be brought but within twelve years after such payment or acknowledgment, or the last of such payments or acknowledgments, if more than one, was given.

Act to be read with 3 & 4 Will. 4, c. 27, of which certain parts are repealed, and other parts to

9. From and after the commencement of this act all the provisions of the act passed in the session of the third and fourth years of the reign of his late Majesty King William the Fourth, chapter twenty-seven, except those contained in the several sections thereof next hereinafter mentioned,

shall remain in full force, and shall be construed together with this act, and shall take effect as if the provisions hereinbefore contained were substituted in such act for the provisions contained in the sections thereof numbered two, five, sixteen, seventeen, twenty-three, twenty-eight, and forty respectively (which several sections, from and after the commencement of this act, shall be repealed), and as if the term of six years had been mentioned instead of the term of ten years in the section of the said act numbered eighteen, and the period of twelve years had been mentioned in the said section eighteen instead of the period of twenty years; and the provisions of the act passed in the session of the seventh year of the reign of his late Majesty King William the Fourth and the first year of the reign of her present Majesty, chapter twenty-eight, shall remain in full force and be construed together with this act as if the period of twelve years had been therein mentioned instead of the period of twenty years.

be read in reference to alteration by this act.

7 Will. 4 & 1 Vict. c. 28 to be read with this act.

10. After the commencement of this act no action, suit, or other proceeding shall be brought to recover any sum of money or legacy charged upon or payable out of any land or rent, at law or in equity, and secured by an express trust, or to recover any arrears of rent or of interest in respect of any sum of money or legacy so charged or payable and so secured, or any damages in respect of such arrears, except within the time within which the same would be recoverable if there were not any such trust.

Time for recovering charges and arrears of interest not to be enlarged by express trusts for raising same.

11. This act may be cited as the "Real Property Limitation Act, 1874."

Short title.

12. This act shall commence and come into operation on the first day of January, one thousand eight hundred and seventy-nine.

Commencement of act.

OBSERVATIONS.

By the foregoing act, 37 & 38 Vict. c. 57, which comes into operation on 1st January, 1879, the right to bring an action or suit to recover land or money is (in most cases) limited to twelve years, except in certain cases of specified disability.

No time to be allowed on account of absence of owner beyond seas.



OBSERVATIONS *with reference to the Rule in*
 “SHELLEY’S CASE”—*Words of LIMITATION ;*
Words of PURCHASE.

THE prolixity of legal instruments is proverbial,—legal instruments have always been, and must always be, more tedious and prolix than any other writings in which the same certainty and precision are not required.

In the framing of instruments, whereby real or personal property is to be disposed of, or affected, great nicety and exactness are essentially necessary, and every endeavour is to be made to attain clearness and distinctness.

In all Arts technical words and expressions become requisite,—and those whose studies or employments compel them to adopt language and expressions which will effect and carry out the desired objects, must have names for particular parts and words by which they may express various modes of combination, such as none but themselves have occasion to consider.

There are several rules of common and statute law and canons of construction of, and technical language and expressions used in, deeds and wills, which occasion considerable doubt and difficulty to the student at the commencement of a study of the law of property; and it will require attention and exertion to comprehend the application and effect of these rules, and the purport and effect of these technical expressions.

One of these rules is called the Rule in “*Shelley’s Case.*”

Even to a non-professional person it will appear evident that some peculiar and special words and expressions are essential in any legal document to define with precision the estate or interest which a donee (in a deed or will) is to acquire under a gift or devise; whether the donee is to take the property conveyed or devised for a term of years, or for life, or other limited estate, or absolutely for ever.

From a remote period it has been held that under a gift to A. and his heirs, A. takes an absolute estate in the property, and has an absolute power of disposition

of it,—and that the word “*heirs*” is used to define the quantum and duration of the estate intended to be vested in A.

A difficulty will occur to the student in forming a correct idea of the distinction between those words which are designated “Words of Limitation,” and those words which are called “Words of Purchase;” a correct application of the rule in *Shelley's Case* generally affords the means of removing most of these difficulties.

In the first instance, it would appear that every limitation by way of remainder must be intended to take effect by way of purchase in the parties to whom the gift is made:—Thus, if a gift be to A. for his life, and after his death to the heirs of his body, the first inference would (to a non-legal mind) appear to be, that some persons intended by “heirs of the body of A.” were to take an estate, not by descent from him, but in their own right, or, in other words, by purchase, after A.'s death.

The courts, however, from an early period have decided that this is not the intention which the law will attribute to a donor or testator who makes such a gift as last mentioned, and have held that the limitation of the property after the death of A. to certain persons who are identical with those to whom, if the donor or testator had expressly limited to A. an estate tail, the inheritance would have descended, by course of law, is only a circuitous mode of limiting an estate tail to A.

As some application or effect of the rule in *Shelley's Case* occurs in almost every title relating to real property, a few observations on the subject may be useful to the student.

The rule in *Shelley's Case* is of great practical importance; it is an inflexible rule of law of feudal origin.

Shelley's Case, 1 Lord Coke's Reports, 93, was a somewhat complicated case, and although this case is generally referred to with reference to the rule in question, yet in fact the rule was not originally laid down in this case, but it was discussed, and the several earlier cases on the same question were referred to; and the judges made a resolution in this case which is generally termed “the rule in *Shelley's Case*.”

This resolution or rule has irrevocably decided that words technically termed words of limitation (such as

"heirs" and "heirs of the body") following a general gift to the ancestor shall (notwithstanding that instead of being annexed to such gift to the ancestor they are introduced by words of remainder after it) have reference to the preceding gift, and will be considered, not as creating a new estate, but as marking out the estate which the ancestor shall take; and further that this effect shall be produced, although there are intermediate limitations; so that the first gift is held not only to create in the ancestor an immediate estate for life, but to lay the foundation for an estate of inheritance in remainder. But in all these cases there must be a gift to the ancestor either for life or for a larger estate upon which the rule in *Shelley's Case* can be applicable, so as to render the expressions used in the gift or devise capable of being construed as words of limitation.

The rule which was referred to, and discussed in *Shelley's Case*, may be thus generally stated. That whenever a gift or devise by deed or will to a person (say A.) for his life, is (in the same deed or will) followed by a gift or devise of a remainder to the heirs of A., or to the heirs of the body of A., the two gifts or devises shall coalesce, and shall have the same effect as if they had been simply a gift or devise to A. and his heirs, or to A. and the heirs of his body.

The rule confers the benefit of the remainder on A. (the ancestor) himself, and gives him the whole estate and interest in the land; it converts a remainder to the heirs of A. into a remainder to A. and his heirs,—A. (the ancestor) has the absolute power, by a proper legal mode, of disposing of the estate; the heir only takes in default of, and subject to, any legal disposition of it by A. the ancestor. In either of these cases, the word "heirs," or the words "heirs of the body," are called words of limitation, because they measure the duration and extent of the estate, and fix the amount of interest intended to be vested in the ancestor.

Thus if land be given by the same deed or will to A. for life, remainder to the heirs of A.,—or to A. for life, remainder to the heirs of the body of A.,—A. takes an absolute estate in fee simple in possession in the first case, and an estate in fee tail general in possession in the latter case; the life estate of A. in each case (by another rule of law) merges in the remainder. Where there is any estate intervening between the estate for life in the

ancestor, and the remainder to his heirs, merger will not take place,—it must be observed that the two gifts must be of the same quality, *i. e.*, both legal or both equitable, otherwise the rule will not be applicable; and also the second gift must be a remainder, and not an executory devise,—if an executory devise the rule will not apply.

In some cases, the donor or testator by additional expressions signifies, with sufficient clearness, his intention that the descendants, or some portion of the descendants of the first donee, shall take by purchase; and the great difficulty throughout the cases has been what form of expression would afford a sufficient evidence of such an intention, as in that case the rule in *Shelley's Case* is of course no longer applicable.

It may be said that the word “issue” does not carry with it the same peculiar reference to a course of descent, as “heirs” or “heirs of the body.”

The words “heirs” and “heirs of the body” are technical words, denoting that whoever should take the property under them should take by limitation.

On the other hand, the word “issue” in a *will* is not a technical but a flexible word, capable of every shade of meaning, and may be construed as a word of limitation, or as a word of purchase, according to the testator's intention.

In a deed, the word “issue” is generally construed as a word of purchase.

The above expressions “limitation” and “purchase” frequently occur in the books, and it is very difficult in many cases to define with certainty whether certain words, as, for instance, “issue” and “child,” and other expressions when used in devises (the difficulty seldom arises in deeds), are to be construed as words of purchase, or as words of limitation, that is, whether the issue will take an original estate under such expression in their own right independently of the ancestor (in which case the expression is to be construed as a word of “purchase”), or whether it is to be construed as giving the estate to the ancestor of the issue or child on whom the estate may afterwards devolve, in case it remains undisposed of by the ancestor (in which case the expression is to be construed as a word of limitation).

Many learned treatises and observations have been written on the subject of “Words of Limitation and Words of Purchase” by various learned authors, who

have discussed the question at great length. But as many of the readers of this work may not be in a position to have access to the works of these authors, the foregoing short general observations may suffice for the present purpose.

THE NEW WILLS ACT, 7 WILL. 4 & 1 VICT. c. 26.

The student must keep in mind that the provisions contained in this act have made an alteration in the construction of devises without any words of limitation, for, by the 28th section of the act, it is enacted, "that where any real estate shall be devised to any person *without any words of limitation*, such devise shall be construed to pass the *fee simple* or other the whole estate or interest which the testator had power to dispose of by will in such real estate, unless a contrary intention shall appear by the will."

As to words of limitation in deeds
vide notes after 31 Dec. 81.
Courney and Co. Act 1881. S. 51.

" In a deed it shall be sufficient in the
limitation of an estate in fee simple to use the
words in fee simple without the words heirs;
& in the limitation of an estate in tail to use the
words in tail without the words heirs of the
body & in limitation of estate in tail male or
in tail female to use the words in tail
male or in tail female as the case requires
without the words heirs male of the body
or heirs female of the body "

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PART I.

ABSTRACTS OF TITLE:

FREEHOLD.

COPYHOLD.

LEASEHOLD FOR YEARS.

PERSONALTY.

No. 1.

FREEHOLD TITLE.—Abstract of the Title of Peter Garford and Robert Thomas Garford, Esqrs., to a Freehold messuage, farm, and estate, called Melton Farm, situate in the parish of A—, in the county of B—.

Probate copy will of Percival Garford, of, &c., whereby (*inter alia*) said testator gave to his sister Catherine Garford during her life one annuity or yearly rent-charge of £300, the same to be paid by equal half-yearly payments in every year, and the first half-yearly payment to be made on the expiration of six calendar months after testator's decease, with a proportionate part for less than six months.

1820,
June 28th.

And said testator charged all and singular his freehold and real estates with the payment of the said annuity.

And the testator empowered the said Catherine Garford by distress, and also by entry upon and perception of the rents and profits of testator's said real estate so charged as aforesaid, to recover payment of the said annuity when in arrear for 30 days, with all consequential costs and expenses.

And subject and charged as aforesaid, the said testator gave and devised all that his messuage, farm, and estate called Melton Farm, situate in the parish of

*or Statutory
power for this
purpose S. 44
Conveyancing
Act 81.*

A—, in the county of B—, then in his own occupation, and containing 470 acres, or thereabouts,

To the uses following (that is to say)—

To the use of testator's daughter Maria Garford and the heirs of her body remainder

To the use of the testator's daughter Selina Garford and the heirs of her body remainder

As to one moiety or half part of said messuage, farm, and estate,

"Heirs of
Body" words
of Limitation.

To the use of testator's nephew Peter Garford and the heirs of his body; but in case the said Peter Garford should die without issue, then

To the use of the said testator's sister, Catherine Garford, and her heirs.

And as to the other moiety of the said messuage, farm, and estate,

To the use of said testator's nephew, Robert Thomas Garford, for his life, and after his death to use of the heirs of his body; and in case he should die without issue, then to the use of said Catherine Garford and her heirs.

Signed by said testator, Percival Garford, and attested by three witnesses.

- | | |
|-------------------------|---|
| 1826,
November 4th. | Said Percival Garford died. |
| 1826,
December 9th. | Said will proved by said Maria Garford, the executrix, in the Consistory Court of the Bishop of L—. |
| 1830,
May 17th. | Said Maria Garford intermarried with Robert Charlton at the parish church of M—. |
| 1844,
October 3rd. | The only issue of this marriage was a son, Joseph Charlton, who was born on 24th January, 1836. |
| 1840,
February 23rd. | Said Joseph Charlton died. |
| | Said Selina Garford intermarried with Charles Turner at the parish church of P—. |
| 1858,
June 9th. | There was no issue of this marriage. |
| | Said Selina Turner died without having had issue, and leaving her husband surviving. |
| | Said Charles Turner is living. |
| 1864,
Sept. 26th. | Said Maria Charlton died without leaving any issue her surviving. |
| | Said Robert Charlton is living. |
| 1869,
April 24th. | Said Catherine Garford, the annuitant, died. |
| | Peter Garford and Robert Thomas Garford are both living, and have contracted to sell the estate. |

No. 2.

FREEHOLD.—Abstract of the Title of Mr. Benjamin Goodwin to a Freehold estate, called Dairy Farm, situate in the parish of D—, in the county of M—.

By indentures of lease and release of these dates, made between Robert Charles Corbet, of , in the county of , Esq., of the 1st part; Arthur Vallotton, of , Esq., of 2nd part, and Peter Pinder, of , Gentleman, of 3rd part, 1810,
July 14th and
15th.

It is by abstracting indenture of release witnessed that, in consideration of £3,000 paid by said Arthur Vallotton to said Robert Charles Corbet, at or before, &c., the receipt, &c., said Robert Charles Corbet did grant, release, and confirm unto said Arthur Vallotton (in his actual possession then being, &c.) and his heirs—

All that messuage;

And also the several closes, fields, and inclosures of arable, meadow, and pasture land, &c. [*set out parcels fully*].

Together, &c., and the reversion, &c., and all estate, &c.

To hold said messuage, lands, and hereditaments unto said Arthur Vallotton and his heirs, *uses here*

To such uses, upon and for such trusts, and subject to such powers, provisoes, declarations, and agreements as said Arthur Vallotton, by any deed or deeds to be duly executed by him, should from time to time, or at any time, direct, limit, or appoint; and in default of and until such appointment, and so far as any such direction, limitation, or appointment should not extend, *reversion*

To the use of said Arthur Vallotton and his assigns during his life, without impeachment of waste, with a limitation.

To the use of said Peter Pinder, his executors and administrators, during the life of said Arthur Vallotton, nevertheless in trust for said Arthur Vallotton and his assigns; . . . remainder

To use of the heirs of said Arthur Vallotton for ever. “Heirs” word
of Limitation.

Covenants by said Robert Charles Corbet for title.

Executed by said Robert Charles Corbet,
and attested.

Receipt for £3,000 endorsed, signed by
said R. C. Corbet, and witnessed.

1824,
Nov. 19th.

Probate copy will of said Arthur Vallotton of this date, whereby said testator gave and devised his Freehold farm, called Dairy Farm, situate in the parish of D—, and all other his Freehold estates in the county of M—, with their appurtenances—

To the following uses (that is to say):

“Heirs of
body” words
of Limitation.
Limitation.

To use of testator’s nephew Gabriel Vallotton, and his assigns, during his life; and after his decease,
To the use of the heirs of the body of said Gabriel Vallotton; and for default of such issue,

Limitation.

To the use of said testator’s niece, Clara Vallotton, and the heirs of her body; and, for default of such issue,

To the use of the heirs of said Gabriel Vallotton for ever.

Signed by said Arthur Vallotton,
and attested by three witnesses.

1825,
June 27th.

Said Arthur Vallotton died and was buried at the parish of D—, in county of M—.

1825,
October 4th.

Said will proved in Exchequer Court of York.

1826,
May 9th.

Said Clara Vallotton died without issue, an infant (aged 17), and unmarried.

1828.
January 2nd.

By indenture of feoffment of this date, made between said Gabriel Vallotton, of one part, and Robert Limond, of , in the county of , of second part, and John Thorburn, of , of third part,

Reciting said abstracted will of said Arthur Vallotton, and his death on 27th June, 1825, and proof of his will:

And reciting that said Clara Vallotton died on 9th May, 1826, an infant, and unmarried, and that she was buried at , in the county of , on 16th May, 1826:

And reciting that said Gabriel Vallotton had no issue, and was a bachelor and unmarried :

And reciting that said Gabriel Vallotton had contracted with said Robert Limond for absolute sale to him of said messuage, farm, and premises, called Dairy Farm, and the inheritance thereof in fee simple in possession, free from incumbrances, for £4,000,

It is by abstracting indenture witnessed, that in consideration of £4,000 to said Gabriel Vallotton paid by said Robert Limond at or before, &c., the receipt, &c., said Gabriel Vallotton did grant, enfeoff, and confirm unto said Robert Limond and his heirs—

All said messuage, farm, and lands, hereinbefore described, and comprised in said abstracted indentures of 14th and 15th July, 1810, by a similar description.

To hold same unto said Robert Limond and his heirs.

To use of said Robert Limond and John Thorburn, and the heirs and assigns of said Robert Limond, for ever, nevertheless as to the estate and interest of said John Thorburn in said premises, In trust for said Robert Limond, his heirs and assigns.

Covenant by said Gabriel Vallotton to levy a fine sur conuzance de droit come ceo, &c. of said premises.

Declaration that such fine should enure To uses thereinbefore declared of said premises.

Covenants by said Gabriel Vallotton :

That he was lawfully seized.

Had good right to convey.

For peaceable possession.

Freedom from incumbrances.

And for further insurance.

Executed by said Gabriel Vallotton,
and attested.

Receipt for £4,000 endorsed, signed
by said Gabriel Vallotton, and
witnessed.

Livery of seizin endorsed.

1828, Chirograph indentures of fine, wherein said Robert
Hilary Term. Limond was plaintiff and said Gabriel Vallotton was
deforceant, of

Two messuages, 2 cottages, 2 barns, 2 stables,
2 gardens, 2 orchards, 500 acres of land, 300
acres of pasture, 100 acres of wood and common
of pasture and turbary in the parish of D—,
in the county of M—.

Proclamations endorsed.

1842,
March 19th.

Legal Estate
in Trustees.

"Son and
sons" words
of Purchase.

"Heirs" word
of Limitation.

Probate copy will of said Robert Limond, whereby
(*inter alia*) he gave and devised his farm, called Dairy
Farm, situate in D—, and all other his real and
freehold estates whatsoever, unto and to the use of his
friends Charles Porter and Abraham Walton, their heirs
and assigns, for ever, upon the following trusts (that is
to say):

In trust for testator's son Christopher Limond and
his assigns during his life remainder

In trust for the first and every other the son and sons
of said Christopher Limond severally and successively
one after another, and the heirs male of the body and
bodies of such son and sons lawfully issuing . remainder

In trust for the right heirs of said Christopher
Limond for ever.

Signed by said Robert Limond,
and attested by two witnesses.

1850,
Nov. 4th.

1850,
Dec. 17th.

Said Robert Limond died.

Said will proved in Prerogative Court of York.

1864,
June 23rd.

Indenture of this date made between said Christopher
Limond of one part, and Benjamin Goodwin of other
part,

Reciting said abstracted will of said Robert Li-
mond:

And reciting that said Christopher Limond had
no issue:

And reciting that said Christopher Limond had
contracted and agreed with said Benjamin Good-
win for the absolute sale to him of said mes-
suage, farm, and lands, called Dairy Farm, and
the inheritance thereof in fee simple in posses-
sion, for the sum of £5,600,

It is by abstracting indenture witnessed that in consideration of £5,600 by said Benjamin Goodwin paid to said Christopher Limond at or before execution, &c., the receipt, &c., said Christopher Limond did grant, convey, and confirm unto said Benjamin Goodwin and his heirs—

Said messuage, farm, and lands, called Dairy Farm, comprised in and conveyed by said abstracted indenture of 2nd January, 1828, by a similar description. Together, &c., and all estate, &c.

To hold same premises unto and

To the use of said Benjamin Goodwin, his heirs and assigns, for ever. "Heirs" word of Limitation.

Covenants by said Christopher Limond:

That he was lawfully seized.
Had power to convey.
For peaceable possession.
Free from incumbrances.
And further assurance.

Executed by said Christopher Limond,
and attested.

Receipt for £5,600 endorsed, signed by
said Christopher Limond, and witnessed.

Said Christopher Limond died a bachelor without having had any issue, and was buried at 1868,
May 30th.

Indenture of this date made between said Benjamin Goodwin of one part, and Thomas Bryan and James Ludlam of other part. 1870,
February 20th.

It is witnessed that in consideration of £2,000 to said Benjamin Goodwin paid by said Thomas Bryan and James Ludlam, the receipt, &c., said Benjamin Goodwin did grant and confirm to said Bryan and Ludlam and their heirs—

Said messuage, farm, and lands, before described.
Together, &c., and all estate, &c.

To hold same unto and to use of said Thomas Bryan, and James Ludlam, their heirs and assigns, for ever.

Proviso for redemption and reconveyance of said

premises, on payment by said Benjamin Goodwin, his heirs, executors, administrators, or assigns, to said Thomas Bryan and James Ludlam, their executors, administrators, or assigns, of £2,000 on 20th August then next.

Usual mortgage covenants.

Executed by said Benjamin Goodwin,
and attested.

Receipt for £2,000 endorsed, signed
by said Benjamin Goodwin, and
witnessed.

1870,
December 7th.

Said Thomas Bryan died and was buried at .

No. 3.

COPYHOLD TITLE.—Abstract of the Title of George Penistan, Esq., and mortgagee, to a Copyhold messuage and estate, called Elm Place, situate in the parish of D—, and held of the manor of D—, in the county of S—.

Manor of D—, in the }
county of S—.

1802,
May 18th.

At a General Court Baron, held in and for said manor, Jacob Penistan, of , in the county of S—, Esq., was admitted tenant, on the surrender of Mary Best, widow, to

All that customary messuage or tenement, and all those 40 acres of land customary and heritable, called Elm Place, held of said manor by copy of Court Roll, and situate at , in the parish of D—, and within said manor,

To hold same to said Jacob Penistan, his heirs and assigns, for ever, at the will of the lord, according to the custom of said manor, by the yearly rent of 7s. 4d., suit of court customs, and services therefore due, and of

right accustomed, and he gave to the lord for a fine as appears in the margin, and his fealty was respited.

Same Court. Said Jacob Penistan surrendered all his copyhold messuages, lands and tenements holden of said manor,
To the use of his last will and testament.

Probate copy will of said Jacob Penistan, whereby
(*inter alia*) said testator devised 1830,
October 9th.

This copyhold messuage and estate, called Elm Place, then in his own occupation, situate in the manor and parish of D—, in the county of S—, and all his personal estate and effects,

To his wife Judith Penistan during her life; and after her death

To testator's daughter, Maria Penistan, her heirs, executors, administrators and assigns.

And said testator further devised and directed that in case his said daughter Maria Penistan should die in the lifetime of testator's said wife Judith, then the property thereby devised and given to his said daughter Maria should be sold by his executors, and that the money arising from the sale thereof should be equally divided between the children of testator's deceased son Robert Penistan, or the survivors or survivor of them.

And said testator appointed his brothers William Penistan and Edward Penistan executors of his said will.

N.B.—This will is not attested by any witness. 13.

Said Jacob Penistan died, leaving his wife Judith and his daughter Maria Penistan both living. 1842,
March 4th.

Said will proved by said executors in Consistory Court of Bishop of L—. 1842,
June 13th.

At a General Court Baron held in and for said manor of D—, 1842,
Sept. 19th.

At this Court the homage presented

That said Jacob Penistan, late a customary tenant of said manor, who held to him and his heirs of the lord of the said manor

All that customary messuage or tenement, and 40 acres of land customary, called Elm Place, situate in quarter within said manor,

died on 4th March, 1842, seized of said copyhold premises,

And setting out said will of said Jacob Penistan.

And the homage further presented that said Judith Penistan, the widow of said testator, died on 30th August then last, leaving said Maria Penistan (testator's daughter) surviving.

At this Court came said Maria Penistan by William Jones, her attorney, and prayed to be admitted tenant of the lord to the said copyhold premises so devised to her as aforesaid, to whom the lord of said manor by said steward delivered seizin thereof by the rod, to hold said premises unto said Maria Penistan, her heirs and assigns, of the lord, according to the tenor of said will, and according to the custom of said manor, at the yearly rent, customs, and services therefore due and of right accustomed.

And she gave to the lord for a fine as much as appear in the margin, and was therefore admitted tenant in form aforesaid, and her fealty was respited.

1860,
October 27th.

By indenture of this date made between said Maria Penistan of one part, and Robert Inwood, of ,
Esq., of other part,

Reciting (*inter alia*) said last abstracted admission, and reciting agreement for loan of £2,000 by said Robert Inwood to said Maria Penistan,

It is witnessed, that in consideration of £2,000 by said Robert Inwood paid to said Maria Penistan (the receipt, &c.), said Maria Penistan did grant and convey to said Robert Inwood and his heirs

Certain freehold hereditaments in abstracting indenture described;

To hold same unto and to the use of said Robert Inwood, his heirs and assigns, for ever,

Subject to a proviso in abstracting indenture contained for redemption and reconveyance of said premises on payment by said Maria Penistan, her heirs, executors, administrators, or assigns, to said Robert Inwood, his executors, administrators, or assigns, of £2,000, and interest at £5 'per centum per annum, on 27th October, 1861.

Usual mortgage covenant for payment of principal and interest.

And it was by abstracting indenture further witnessed that for consideration aforesaid, said Maria Penistan did covenant with said Robert Inwood that said M. Penistan or her heirs, and all other necessary parties, would at her or their costs at or before next General Court to be holden in and for said manor of D—, surrender into the hands of lord of said manor, to the use of said Robert Inwood, his heirs and assigns,

All said copyhold or customary messuage, lands, and hereditaments to which said Maria Penistan was admitted tenant at said court, held on 19th September, 1842, as aforesaid.

And all houses, commons, &c.

To hold said copyhold premises unto said Robert Inwood and his heirs at the will of the lord, according to custom of said manor, by the rents, &c.

Subject to a proviso for redemption of said premises similar to proviso thereinbefore contained for redemption of said freehold premises.

Usual mortgage covenants for title.

Power of sale.

Executed by said Maria Penistan,
and attested.

Receipt for £2,000 endorsed,
signed by said Maria Penistan,
and witnessed.

The Manor of D—, } Conditional Surrender out of 1870,
in the county of S—. } Court and out of Manor.* June 17th.

Be it remembered that on the 17th day of June, 1870, Maria Penistan, of &c., spinster, one of the customary tenants of the said manor, came before A. B.,

* N.B.—This Surrender is set out fully. Under the 78 Sect. of 4 & 5 Vict. c. 35, a Surrender may now be taken out of court, and out of the manor, by any person authorized by the steward of the manor, without any power of attorney from the steward. It is usual to pay the ordinary fees to the steward, as if the Surrender were taken by him.

of, &c., Gentleman (deputy-steward of the said manor for this turn only), at No. Lincoln's Inn New Square, in the county of Middlesex, and, in pursuance of and conformably to a covenant for that purpose made and entered into by the said Maria Penistan in and by a certain indenture of mortgage, bearing date the 27th day of October, 1860, expressed to be made between the said Maria Penistan of the one part, and Robert Inwood, of _____, in the county of _____, Esq., of the other part, and in consideration of the sum of £2,000 in such indenture expressed to be paid by the said Robert Inwood to the said Maria Penistan, as therein mentioned (and which sum of £2,000 now remains due on the security of the said indenture), Did out of Court (to wit), at No. Lincoln's Inn New Square, afore-said, surrender into the hands of the lord of the said manor by the hands and acceptance of the said deputy-steward by the rod, and according to the custom of the said manor,

All that copyhold or customary messuage or tenement, and all those 40 acres of land, customary and other hereditaments, called Elm Place, parcel and held of the said manor of D——, by copy of Court Roll, and all other the copyhold hereditaments to which the said Maria Penistan was admitted tenant at a General Court held in and for said manor on the 19th day of September, 1842, with the rights, members, and appurtenances to said copyhold premises belonging or appertaining, and all the estate, right, title, interest, inheritance, use, trust, property, claim, and demand whatsoever, both at law and in equity, of the said Maria Penistan, into and out of the said copyhold or customary hereditaments and premises and every part thereof,

To the use of the said Robert Inwood, his heirs and assigns, for ever, to be held of the lord according to the custom of the said manor, by the rents, fines, and services therefore due, and of right accustomed;

Subject to this proviso or condition, that if the said Maria Penistan, her heirs, executors, administrators, or assigns, do and shall, on the 27th day of October next, pay or cause to be paid to the said Robert Inwood, his executors, administrators, or assigns, the said principal sum of £2,000 (now

remaining due on the security of the said indenture of mortgage of the 27th day of October, 1860), and all interest then due for the same, then this surrender is to be void and of no effect, otherwise the same shall remain in full force and virtue.

(Signed) Maria Penistan.

This surrender was taken and accepted the day and year first above written, by me,

A— B—,

Deputy-steward of the said Manor
for this turn only.

Said Maria Penistan died intestate, leaving George Penistan, her youngest brother and heir according to the custom of said manor. 1871,
March 27th.

By the custom of the manor, the descent is to the youngest son or youngest brother of the tenant dying seized.

No. 4.

LEASEHOLD FOR YEARS.—Abstract of the Title of the administratrix of Mr. Charles Seton, and his mortgagee, to two Leasehold houses and gardens, being Nos. 1 and 2, Victoria Terrace, Road, in the parish of St. in the county of Middlesex.

By indenture of lease of this date, made between William Thompson, of in the county of 1850,
April 3rd.
, Esquire, of the one part, and Samuel Allen, of , in the county of ,
of the other part,

It is witnessed that, in consideration of the expense incurred and sustained by said Samuel Allen in building the messuages and buildings thereby demised, and in consideration of the rents and covenants thereafter reserved and contained, said William Thompson did demise and lease to said Samuel Allen—

All that piece of land or ground situate on the west

side of _____ Road, in the parish of _____, in the county of Middlesex, containing the several dimensions, and abutting as is shown in the plan drawn in margin of abstracting indenture, together with the two several messuages or tenements thereon erected and built fronting said road, and then known as Nos. 1 and 2, Victoria Terrace, Road, aforesaid,

To hold unto said Samuel Allen, his executors, administrators, and assigns, from 24th March then last for the term of 99 years,

Yielding and paying unto said William Thompson, his heirs and assigns, for each of said messuages and the site thereof, and the garden and appurtenances thereto, the yearly rent of £10, payable quarterly on the usual quarterly days, clear of all deductions (except for landlord's property tax).

Covenants by said Samuel Allen :

To pay said rents.

To pay sewers rate and all taxes and rates.

To finish each messuage fit for habitation, and to expend thereon in the whole £800 at least on each messuage.

To repair, insure, &c., within 3 calendar months after the execution of any assignment or underlease of either of said messuages for any term longer than 21 years, to give notice in writing to lessor or his solicitor or agent, and to pay with such notice a fee of 10s. 6d. for registering same.

Proviso for re-entry on nonpayment of rent or breach of covenants.

Declaration and agreement that no default in payment of rent reserved for or in the performance of any of the covenants in conditions and agreements applicable to only one of said two several messuages or tenements and the appurtenances thereto belonging should be or occasion a forfeiture of the other of said messuages or tenements and the appurtenances thereto belonging. It being expressly intended and agreed by parties to the now abstracting

indenture, that each of the said messuages and the tenant or tenants thereof for time being should be liable only to the payment of the rent reserved for each such messuage and premises, and the observance and performance of the covenants, conditions, and agreements which related to and were to be observed and performed in respect of the same messuage and premises.

Executed by both parties and attested.

Registered in Middlesex, 30th April, 1850, Book ,
No. .

Said Samuel Allen died intestate.

1854,
March 8th.

Letters of administration of the goods, chattels, and personal estate of said Samuel Allen were granted to Thomas Allen, his father and only next of kin, by the Prerogative Court of the Archbishop of Canterbury.

1854,
April 17th.

By indenture of this date made between said Thomas Allen of one part, and Walter Jones, of , of other part,

1864,
May 3rd.

After reciting said abstracted lease, the death of said Samuel Allen intestate, and said letters of administration,

It is witnessed that in consideration of £1,500 to said Thomas Allen (as such administrator as aforesaid) paid by said Walter Jones, the receipt, &c., said Thomas Allen (as such administrator as aforesaid) did grant, assign, and confirm to said Walter Jones—

All said piece of ground and said two messuages or tenements, and all other the premises comprised in and demised by said lease, with the appurtenances, and all estate, &c.,

To hold same premises to said Walter Jones, his executors, administrators, and assigns, during all then residue of said term of 99 years created by said lease,

At and subject to payment of rents and performance of covenants reserved and contained by and in said abstracted indenture of lease.

Covenant by said Thomas Allen that he had not

incumbered; covenant by said Walter Jones for payment of rent and performance of covenants.

Executed by both parties and attested.

Receipt for £1,500 endorsed, signed by
Thomas Allen, and witnessed.

Registered in Middlesex, 10th May, 1864, Book ,
No. .

1868,
Sept. 23rd.

Said Walter Jones died intestate.

1868,
Nov. 15th.

Letters of administration of the personal estate of said Walter Jones were granted to Mary Jones, his widow, by Her Majesty's Court of Probate at the Principal Registry.

1869,
January 4th.

By indenture of this date made between said Mary Jones, of , widow, of the one part, and Charles Seton, of , in the county of Middlesex, of the other part,

After reciting said abstracted indenture of lease of 3rd April, 1850,

And reciting said death of said Samuel Allen and the letters of administration granted to Thomas Allen,

And reciting said abstracted indenture of 3rd May, 1864,

And reciting death of said Walter Jones intestate, and said last abstracted letters of administration,

And reciting that said Mary Jones had contracted with said Charles Seton for sale to him of said leasehold messuages for £2,000,

It is by abstracting indenture witnessed that in consideration of £2,000 paid to said Mary Jones (as such administratrix as aforesaid) by said Charles Seton, the receipt, &c., said Mary Jones (as such administratrix as aforesaid), did grant and assign to said Charles Seton, his executors, administrators and assigns—

The said two several messuages or tenements, piece of ground, and all other the premises comprised in and demised by said abstracted indenture of lease of 3rd April, 1850, with the appurtenances,

and all the estate, term of years, &c., of said Mary Jones (as such administratrix as aforesaid), To hold same to said Charles Seton, his executors, administrators and assigns, for all then residue of said term of 99 years, created by said abstracted lease,

At and under the rents and covenants reserved and contained by and in said abstracted indenture of lease, and thenceforth on part of lessee or assignee to be paid and performed.

Covenant by said Mary Jones that she had not incumbered.

Covenant by said Charles Seton to pay rents and perform covenants.

Executed by said Mary Jones and Charles Seton, and attested.

Receipt for £2,000 indorsed, signed by said Mary Jones, and witnessed.

Registered in Middlesex, 15th January, 1869,
Book , No. .

Indenture of mortgage of this date, made between said Charles Seton, of one part, and Thomas Phillips, of , of other part; 1870, March 17th.

Reciting said abstracted indenture of lease of 3rd April, 1850.

And reciting that under and by virtue of divers mesne assignments and acts in law, and ultimately by last abstracted indenture of 4th January, 1869, said leasehold messuages and premises comprised in said lease had become vested in said Charles Seton during residue of said term of 99 years.

And reciting that said Charles Seton had requested said Thomas Phillips to lend to him the sum of £1,000, which he had agreed to do upon having the repayment thereof with interest after the rate of £ per centum per annum secured to him in manner thereafter expressed.

It is by abstracting indenture witnessed that in consideration of the sum of £1,000 to said Charles Seton by said Phillips on or before execution, &c., the receipt,

&c., said Charles Seton did covenant with said Phillips to pay him on 17th September then next the sum of £1,000, with interest for same after the rate of £ per centum per annum without any deduction (except for property tax on interest), and covenant to pay further interest.

And it was by abstracting indenture further witnessed that for consideration aforesaid, said Charles Seton did grant and demise unto said Thomas Phillips, his executors, administrators and assigns—

The said piece of ground and the two messuages or tenements and all other the premises comprised in and demised by the said recited indenture of lease of 3rd April, 1850; and all and singular the tenant's fixtures in and about the premises;*

To hold same to said Thomas Phillips, his executors, administrators and assigns, for all the residue of said term of 99 years created by said lease, except the last day of said term.

Proviso for redemption of said premises on payment by said Charles Seton, his heirs, executors, administrators or assigns, to said Thomas Phillips, his executors, administrators or assigns, of £1,000, with interest after rate of £ per centum per annum, on 17th September, then next.

Usual mortgage covenants.

* N.B.—In preparing a mortgage of leasehold property, it is important expressly to include the tenant's fixtures, as, in some cases, if the mortgagor be in the actual possession of the property, he may claim the right to remove the fixtures; and dispute the right of the mortgagee to sell the fixtures under the power of sale. But there can be no doubt that, as between mortgagor and mortgagee, the fixtures pass with the property mortgaged, whether it be leasehold or freehold, as appears from the following judgment of the Court of Exchequer in 1868:—

“The term ‘Fixture’ is an ambiguous one. This is a case between mortgagor and mortgagee, and no authority can be cited to show that a mortgagor is entitled to remove trade or other fixtures.

“A mortgage is a security for a debt, and it is not unreasonable, if a fixture be annexed to land at the time of a mortgage, or if the mortgagor in possession afterwards annexes a fixture to it, that the fixtures shall be deemed an additional security for the debt, whether it be a trade fixture or a fixture of any other kind.—Per Kelly, C. B., *Climie v. Wood*, 3 L. R. (Exchequer) 260.”

Power of sale. [To be set out at length, and power to give receipts.]

Executed by said Charles Seton, and attested.
Receipt for £1,000 indorsed, signed by said Charles Seton, and witnessed.

Registered in Middlesex, 25th March, 1870,
Book , No. .

Said Charles Seton died intestate.

1870,
May 4th.
1870,
June 14th.

Letters of administration of the personal estate of said Charles Seton, granted to Catherine Seton, his widow and relict, by Her Majesty's Court of Probate, at the Principal Registry.

This is an ordinary leasehold title.

After perusing the foregoing abstract (leasehold for years), the student will assume that the leasehold property (including the tenant's fixtures) has been sold by auction by the administratrix of Charles Seton.

That the conditions of sale stipulate—

That the title of the lessor shall not be called for, investigated, or objected to;

That all office copies, certificates, and declarations required by the purchaser, shall be furnished at his expense;

That the vendor shall only covenant that she has not incumbered;

And the other usual conditions.

The student will then consider what requisitions should be prepared, and what information required, on the part of the purchaser.

No. 5.

FREEHOLD.—Abstract of the Title of Miss Mary Ann Appleton to a Freehold mansion and estate, situate in the parish of in the county of S.

By indentures of lease and release, of these dates 1832, respectively, made between Benjamin Stratton, of , Jan. 8th & 9th.

, Esquire, of one part, and Christopher Combe,
of , of other part.

It is by abstracting indenture of release witnessed that in consideration of £3,000, by said Christopher Combe paid to said Benjamin Stratton, the receipt, &c., said Benjamin Stratton did grant, release, and confirm unto said Christopher Combe (in his actual possession, &c.) and his heirs—

All that messuage, &c. [*Set out parcels.*]

Together, &c., reversion, &c., estate, &c.

To hold said premises unto and

To the use of said Christopher Combe, his heirs and assigns, for ever, subject to proviso for redemption thereafter contained.

Proviso for redemption and reconveyance of said hereditaments, on payment, by said Benjamin Stratton, his heirs, executors, administrators or assigns, to said Christopher Combe, his executors, administrators or assigns, of £3,000, with interest in the meantime after the rate of £5 per cent. per annum, on 9th July then next ensuing.

Usual mortgage covenants.

Lease and release executed by said Benjamin Stratton, and attested.

Receipt for £3,000 endorsed on release, signed by said Benjamin Stratton, and witnessed.

1836,
October 23rd
and 24th.

By indentures of lease and release of these dates respectively, made between said Benjamin Stratton, of one part, and Mary Carter, of, &c., of other part,

It is by abstracting indenture of release witnessed, that in consideration of £2,000 to said Benjamin Stratton paid by said Mary Carter said Benjamin Stratton did grant, release, and confirm unto said Mary Carter (in her actual possession, &c.) and her heirs—

Said mansion house, ground, and premises comprised in and conveyed by last abstracted indenture by a similar description.

Together, &c., reversion, &c., estate, &c.

To hold said premises unto and
To the use of said Mary Carter, her heirs and assigns,
for ever, subject to proviso for redemption thereafter
contained.

Usual mortgage covenants.

Proviso for redemption of said premises on payment
by said Benjamin Stratton, his heirs, executors,
administrators or assigns, to said Mary Carter,
her executors, administrators or assigns, of £2,000,
with interest at £5 per cent., on 24th of April
then next.

Executed by Benjamin Stratton,
and witnessed.

Receipt for £2,000 endorsed on release,
signed by said Benjamin Stratton,
and witnessed.

By a Decree made by the High Court of Chancery, by
His Honour the Master of the Rolls, on the
hearing of a Cause wherein the said Christopher
Combe was plaintiff, and the said Benjamin
Stratton and Mary Carter and others were
defendants,

1840,
June 10th.

It was ordered that it should be referred to the Master
of the said Court in rotation, to compute what was due
to the plaintiff for principal and interest on his mort-
gage securities in the pleadings in that Cause mentioned,
and to tax the costs, charges and expenses, incurred in
respect of the same, inclusive of the costs of the said
suit; and that the said Master should distinguish in
respect of which estate such costs, charges, and expenses
were incurred. And it was ordered that the said Master
should take an account of the rents and profits of the
said mortgaged premises come to the hands of the said
Plaintiff, or to the hands of any other person or persons,
by his order or for his use, or which without his wilful
default might have been received. And it was ordered
that what should be found to have been received on the
said account of rents and profits should be deducted
from what should be found due to the Plaintiff for such
principal, interest and costs; and that the said Master

should state the amount of the balance due to the said Plaintiff on such account. [*Set out the order fully.*]

Consideration of further directions reserved until after report.

Liberty to apply.

Duly passed and entered.

1848,
June 17th.

By his report of this date, made in the said Cause, the Master, A—— B——, Esq., found (*inter alia*) the several before abstracted indentures of mortgage. And he found that in the month of , 18 , said Plaintiff, Christopher Combe, entered into possession and the receipt of the rents and profits of the said mortgaged premises, comprised in his mortgage securities, and had continued in such possession up to that present time.

And the said Master (*inter alia*) found that the principal sums of £ and £ , making together £ , were the total amount of principal money secured by the said mortgage securities.

And the said Master found (*inter alia*) that the sum of £ was then due to the said Plaintiff for principal, interest, and costs.

Signed and filed the
17th August, 1848.

1848,
November 8th.

The said Master's report was absolutely confirmed by an order of the said Court of this date.

1849,
March 3rd.

By an order made, on the said Cause coming on to be heard, for further directions, and on the petition of the said Christopher Combe, the Court did, by consent, order that the mortgaged premises in the pleadings mentioned should be sold, with the approbation of the Master, to the best purchaser or purchasers that could be got, for the same to be allowed of by the said Master, and all proper parties were to join therein as the said Master should direct.

And it was ordered that the purchase-money should be paid into the Bank, with the privity of the Accountant-General of the said Court, to the credit of the first-mentioned Cause.

And the Court did declare the Plaintiff to be entitled to be paid, in the first place and in priority, the amount of what should be reported due to him for principal, interest, and costs, charges and expenses, and costs of suit. [*Set out order fully.*]

Passed and entered.

Order made in the said Causes. Whereby, after stating that by an order dated the 4th May, 1849, it was ordered that the report made in these Causes by Mr. , one of the Masters of the said Court, dated the 29th day of April, 1849, whereby Jacob Appleton was allowed the purchaser of the premises in Lot , part of the estates in question in these Causes, at the sum of £6,000, should stand ratified and confirmed, unless, &c. It was by now abstracting order ordered that the said order should be made absolute.

1849,
May 23rd.

Passed and entered.

By indenture of grant and release of this date made between the said Benjamin Stratton, of the first part; said Christopher Combe (by Peter Wilkinson, his attorney, lawfully authorized in this behalf by a certain power of attorney thereunto annexed), of second part; said Mary Carter, of third part; and Jacob Appleton, of, &c., of fourth part. Reciting the several before-abstracted indentures of mortgage.

1850,
August 19th.

And reciting the before-abstracted decree of 10th June, 1840, Master's report of 17th June, 1848, and order of the 3rd March, 1849.

And reciting that in pursuance of the said order, the hereditaments thereafter described, and thereby released, were put up to sale by auction at , with the approbation of the said Master, on the day of - , 1849; and that said Jacob Appleton was the highest bidder for the same at such sale, and the purchaser thereof, at the sum of £6,000, and declared to be such purchaser by an order of the said Court dated the 23rd day of May, 1849.

And reciting that the said Jacob Appleton, in obedience to the said order, did on the day of then past, pay into the Bank of England, with the privity of the Accountant-General of the Court of Chancery, the sum of £6,000, being the purchase-money aforesaid; and the sum of £ the valuation of the

fixtures, and the sum of £ for interest, making together the sum of £6,400, to the credit of the said Cause of v. , as appeared by the receipt of J——R——, one of the cashiers of the Bank of England, and by the certificate of the said Accountant-General.

It is by the abstracting indenture witnessed that in pursuance of and in obedience to the said decree or decretal order, and for the considerations thereinbefore mentioned, the said Benjamin Stratton did grant, bargain, sell, and release, and the said Christopher Combe, by his said attorney, and Mary Carter (according to their respective estates), did release and confirm unto the said Jacob Appleton and his heirs,

All that the said messuage, &c. [*Set out parcels.*]

Together, &c., reversion, &c., all estate, &c.

To hold same, with the appurtenances, unto and to the use of the said Jacob Appleton, his heirs and assigns, for ever. (Freed and absolutely discharged from the said several mortgage securities, and all interest, claims, and demands in respect thereof.)

Covenants by said Christopher Combe and Mary Carter that they had not incumbered.

Covenants for title by said Benjamin Stratton.

Executed by all parties,
and attested.

This deed is executed by "Christopher Combe," by Peter Wilkinson, his attorney, as to Combe's execution. The attestation is "signed, sealed, and delivered by Peter Wilkinson, as the attorney, in the name, and as the act and deed, of the within-named Christopher Combe, in the presence of"

Two witnesses.

1856,
May 28th.

The said Jacob Appleton made his will of this date, and thereby, after directing his funeral and testamentary expenses to be paid by his executor,

The testator gave and bequeathed all his property he was possessed of, or might be at the time of his decease, unto his nephew, Richard Appleton, for his own absolute use.

And he appointed his said nephew sole executor of his will.

Signed by said testator, and attested by three witnesses.

Said Jacob Appleton died.

1859,
December 7th.

The said will proved by said Richard Appleton at District Registry of B——.

1860,
February 24th.

Probate copy will of said Richard Appleton, of this date.

1870,
Nov. 14th.

Whereby (*inter alia*) he directed that all his just debts should be duly paid by his executrix, and he charged all his freehold and copyhold estates with the payment thereof.

And said testator gave and devised

All his freehold and copyhold and real and personal estates and effects whatsoever and wheresoever, with the appurtenances, unto his sister, Mary Ann Appleton, for her own absolute use and benefit.

As to the effect of a Devise without words of Limitation, see 28th section of Wills Act, 1 Vict. c. 26.

And he appointed his said sister, Mary Ann Appleton, sole executrix of his said will.

Said Richard Appleton died.

1870,
Dec. 26th.

Said will proved by said Mary Ann Appleton, the sister of the deceased, at District Registry of

1871,
May 14th.

No. 6.

FREEHOLD TITLE.—Abstract of the Title of the Trustee of the Will of Joseph Bettinson, Esquire, to a Freehold mansion and estate, called Ashfield Court, situate in the parish of W——, in the county of D——.

By indenture of this date, made between Robert Franklyn, of, &c., Esquire, of the 1st part, Edward

1808,
July 19th.

Franklyn, of, &c., Esq. (the eldest son of the said Robert Franklyn), of the 2nd part, Mary Denton, of, &c., spinster, of the 3rd part, and Charles Charlton and Richard Robinson of, &c., of the 4th part,

After reciting that said Robert Franklyn was then seized to him and his heirs for an estate in fee simple in possession of and in the messuage, lands, and hereditaments thereafter described,

And reciting that a marriage had been agreed upon between said Edward Franklyn and Mary Denton, and that it had been agreed that said hereditaments should be settled in manner thereafter expressed;

It is by abstracting indenture witnessed that in pursuance of such agreement, and in consideration of said intended marriage, and of the fortune which said Mary Denton would bring to said Edward Franklyn, said Robert Franklyn did for himself, his heirs, executors, and administrators covenant with said Charlton and Robinson, and their heirs, and also with said Edward Franklyn and his heirs, that said Robert Franklyn and his heirs would and should thenceforth stand seized of and in

Conveyance
by Covenant
to stand
seized.

All that messuage, mansion, houses, or tenements, called Ashfield Court, &c. [*set out parcels fully*], to the uses following (*i.e.*)—

To use of said Robert Franklyn and his heirs until solemnization of said then intended marriage, and after solemnization thereof,

To use of said Robert Franklyn and his assigns during his life remainder,

To use of said Edward Franklyn and Mary Denton during their joint lives and the life of the survivor of them, and after the death of the survivor of them,

"Heirs male"
words of
Limitation.

To the use of the heirs male of the body of said Edward Franklyn, by said Mary Denton lawfully issuing, and in default or on failure of such issue,

To the use of said Edward Franklyn and the heirs of his body lawfully issuing, and in default of such issue,

"Heirs of
body" words
of Limitation.

To use of Alan Franklyn (the second son of said Robert Franklyn) and the heirs of his body lawfully issuing remainder,

To use of said Robert Franklyn, his heirs and assigns, for ever.

Executed by all parties and attested.

Marriage solemnized between said Edward Franklyn and Mary Denton.

1808,
July 20th.

Said Robert Franklyn died.

1815,
December 5th.

Indentures of lease and release of these dates by the release made between said Edward Franklyn of 1st part, Thomas Hallett, of, &c., of 2nd part, and Peter Clarke, of, &c., of 3rd part.

1817,
May 3rd & 4th.

After reciting said abstracted indenture of 19th July, 1808, and reciting that the said Robert Franklyn died on the 5th of December, 1815,

It is witnessed that, for barring all estates in tail of said Edward Franklyn in the hereditaments thereafter described and intended to be thereby granted and conveyed, and all remainders and reversions thereupon expectant or depending, and for limiting said premises, To use of said Edward Franklyn and his heirs, said Edward Franklyn did grant, release, and confirm unto said Thomas Hallett (in his actual possession then being, &c.) and his heirs,

All said messuage, lands, and hereditaments before described by a similar description, together, &c., and reversion, &c., and all estate, &c.,

To hold same unto said Thomas Hallett and his heirs,

To use of said Thomas Hallett, his heirs and assigns, for ever.

To intent that said Thomas Hallett should become perfect tenant of the freehold of said premises, so that a common recovery with *double voucher* should be suffered of same premises, in which recovery said Peter Clarke should be demandant, said Thomas Hallett tenant, and said Edward Franklyn vouchee, who should vouch the common vouchee.

Declaration that said recovery and all other recoveries, conveyances, fines, and assurances of said premises by or between the parties to abstracting indenture, should operate and enure

Words of
Limitation.

To use of said Edward Franklyn, his heirs and assigns, for ever.

Lease executed by said Edward Franklyn,
and attested.

Release executed by all parties,
and attested.

The records of the Court of Common Pleas, and of all the other superior Courts, have been carefully searched, but no entry of the proceedings under this recovery deed can be found, nor is any exemplification of the recovery with the deeds.

1818,
November 6th. Said Mary Franklyn (wife of said Edward Franklyn) died.

There was no issue of said marriage.

1819,
April 7th & 8th. By indentures of lease and release of these dates respectively made between said Edward Franklyn of one part, and Joseph Bettinson, of _____, in the county of _____, Esq., of other part,

Reciting that said Edward Franklyn was seized for an estate of fee simple, in possession of, and in the messuage and hereditaments thereafter described and intended to be thereby granted and released, and contract to sell same to said Joseph Bettinson for £4,000,

It is by abstracting indenture of release witnessed that in pursuance of said agreement, and in consideration of £4,000 to said Edward Franklyn paid by said Joseph Bettinson, the rect., &c., said Edward Franklyn did grant release and confirm unto said Joseph Bettinson (in his actual possession then being, &c.), and his heirs,

The said messuage, lands, and premises before described by a similar description.

[Set out the description].

Together, &c., and reversion, &c., and all estate, &c.

To hold same premises unto said Joseph Bettinson and his heirs,

To use of said Joseph Bettinson, his heirs and assigns, for ever.

Covenants by said Edward Franklyn :

That he was lawfully seized.

Had power to convey.

For peaceable possession.

Freedom from incumbrances.

And further assurance.

Lease and release executed by said Edward Franklyn, and attested.

Receipt endorsed on release for £4,000, signed by Edward Franklyn, and witnessed.

Said Edward Franklyn died without having had any issue.

1820,
March 17th.

He was married only once.

Probate copy will of said Joseph Bettinson, whereby said testator gave and devised—

1859,
January 9th.

All his messuages, lands, hereditaments, and freehold estates whatsoever unto his wife Isabella Bettinson during her life ; and after her death said testator devised

All his said freehold and real estates unto and to the use of Peter Hart and John Thorpe and their heirs for ever,

Upon trust that said Hart and Thorpe, or the survivor of them, or the heirs of such survivor, should, after the death of testator's said wife, Isabella, sell and dispose of his (testator's) freehold estates by public auction or private contract, subject to any conditions, and for such prices as they or he might think proper, and should convey the hereditaments sold to the purchasers thereof.

Declaration that the receipts of said Hart and Thorpe, or survivor of them, or the heirs, executors, or administrators of the survivor, should be a good discharge to purchasers for their purchase monies, and that they should not be bound to see to the application thereof.

Declaration that trustees should stand possessed of the monies to arise from sales, upon trust to pay testator's

debts, and funeral and testamentary expenses, and certain legacies in said will mentioned.

And said testator bequeathed his personal estate to his said wife, and appointed her sole executrix of his will.

Signed by said testator, and attested by two witnesses.

1865,
Dec. 14th.
1866,
March 24th.

Said Joseph Bettinson died.

Will of said Joseph Bettinson proved by said Isabella Bettinson in Her Majesty's Court of Probate (Principal Registry).

1866,
Nov. 19th.

By deed poll of this date, under the hand and seal of the said John Thorpe,

Reciting said abstracted will of said Joseph Bettinson,

And reciting that said Joseph Bettinson died on the 14th December, 1865, without having revoked or altered his said will,

And reciting that said John Thorpe had never in any respect acted as a trustee of said will, and had wholly refused to act as a trustee of said will,

It was by abstracting deed poll witnessed, that said John Thorpe had from the decease of said Joseph Bettinson absolutely disclaimed and renounced, and did thereby absolutely disclaim and renounce,

All the freehold and real estates whatsoever given or devised by the said recited will of the said Joseph Bettinson, and also the office of trustee of the said will, and all trusts, powers, and authorities whatsoever by the said will expressed to be reposed in or given to the said Peter Hart and John Thorpe, and the survivor of them, and the heirs of such survivor, and all rights and privileges belonging or annexed to the same, or in any wise relating thereto.

Executed by said John Thorpe, and attested.

1868,
June 9th.

Said Isabella Bettinson died.

Probate copy will of said Peter Hart, whereby (*inter alia*) said testator devised 1868,
November 4th

All estates vested in him as a trustee unto Charles Kimber, his heirs and assigns, upon the trusts subsisting thereon at the time of the death of said testator.

Signed by said Peter Hart, and attested
by two witnesses.

Said Peter Hart died.

His will proved in Her Majesty's Court of Probate
(District Registry of).

1870,
January 9th.
1873,
February 26th.

The estate comprised in the conveyance to Joseph Bettinson by abstracted indentures of 7th and 8th April, 1819, has been contracted to be sold by said Charles Kimber. The question is, whether he can legally execute the trust for sale contained in the will of Joseph Bettinson, and make a good title to a purchaser, and whether in other respects a good title can be deduced to the estate?

Vide Cooke *v.* Crawford, 13 Sim. 91; Bradford *v.* Belfield, 2 Sim. 264; Stevens *v.* Auston, 30 L. J. (Q. B.) 212.

No. 7.

FREEHOLD.—Abstract of the Title of Archibald Thomas Denham and his Mortgagee, to a Freehold messuage and land, situate at , in the parish of D—, in the county of N—.

Indenture of feoffment of this date between John Chapman, of , Esquire, of the one part, and Richard Sandall, of , Esquire, of other part. 1826,
November 3rd.

It is witnessed that in consideration of £3,000' to said John Chapman paid by said R. Sandall, at or before, &c., the receipt, &c., said John Chapman did grant, enfeoff, and confirm unto said R. Sandall, his heirs and assigns—

All that messuage or tenement, &c. [*Set out parcels.*]

Together, &c., and reversion, &c., and all estate, &c.

To hold same unto and
To the use of said Richard Sandall, his heirs and
assigns.

Covenants by said John Chapman :
That he was lawfully seized.
Had power to convey.
For peaceable possession. Freedom from incum-
brances, and further assurance.

Executed by said John Chapman,
and attested.

Receipt for £3,000 endorsed,
signed by said John Chapman,
and witnessed.

Memorandum of livery of seizin, endorsed.

1829,
October 23rd.

Probate copy will of said Richard Sandall, whereby
after bequeathing his personal estate to his wife
Jane, subject to payment of his debts and funeral
expenses,

Said testator gave and devised—

His messuage, land, and estate, situate at _____,
in the parish of D——, in the county of N——,
and all other his freehold and real estate what-
soever, unto his friends Thomas Sims and James
Venn, and their heirs,

To the several uses thereafter declared (that was to
say) :—

To use of said testator's son, Jonathan Sandall, for
his life (*sans waste*), and after the determination
of that estate by forfeiture or otherwise, in the
lifetime of said Jonathan Sandall,

To use of said Sims and Venn and their heirs
during life of said Jonathan Sandall, in trust to
preserve the contingent remainders thereafter
limited from being defeated or destroyed . . .
remainder,

“Son” word
of Purchase.

To use of the first son of the body of said Jonathan
Sandall and the heirs male of the body of such
first son lawfully issuing; and for default of
such issue,

To use of the second, third, fourth, and all and every other the sons and son of the body of such Jonathan Sandall lawfully to be begotten severally and successively, according to seniority of age, and the heirs male of their bodies lawfully issuing; and for default of such issue,
 To the use of all and every the daughter and daughters of the body of said Jonathan Sandall lawfully to be begotten, as tenants in common, and of the heirs of their respective bodies lawfully issuing; and, failing issue of any of said daughters,
 Then as to the share or shares of such daughter or daughters whose issue should so fail,
 To the use of all and every other such daughter or daughters as tenants in common, and of the heirs of their respective bodies lawfully issuing.
 And for default of such issue,
 To the use of Maria Sandall and Eliza Sandall (said testator's two daughters) to be divided between them, share and share alike, and they to take as tenants in common, and not as joint tenants, and of the several and respective heirs of the bodies of his said daughters lawfully issuing; and, failing issue of either of his said daughters, then, as to the share of such daughter whose issue should so fail,
 To the use of the other of his said daughters and the heirs of her body.
 And in case both his said daughters should die without issue, then
 To the use of testator's brother, Christopher Sandall, his heirs and assigns, for ever.
 And said testator appointed said Sims and Venn executors of his will.

"Purchase."

"Daughter" word of Purchase.

"Daughter" word of Purchase.

"Heirs of bodies" words of Limitation.

Limitation in fee in remainder to Christopher.

Signed and sealed by said testator,
 and attested by three witnesses.

Said Richard Sandall died.

1853,
 Nov. 10th.
 1853,
 Dec. 30th.

His said will proved by said Sims and Venn, in the Prerogative Court of the Archbishop of Canterbury.

Said Jonathan Sandall (testator's son) intermarried with Mary Potter.

1838,
 March 17th.

The issue of this marriage were two children only: a son, Frederick Sandall, who was born on the 7th October, 1840, and died on 29th September, 1855 (in the lifetime of his father, Jonathan Sandall).

And a daughter, Caroline Sandall, who was born on 3rd March, 1842, and died on 12th July, 1850, an infant.

1832, May 19th. Said Eliza Sandall (one of the testator's daughters) intermarried with Charles Darwin.

The issue of this marriage was one son, Samuel James Darwin, who was born on 23rd April, 1834, and is now living.

1836, January 3rd. Maria Sandall (the other daughter of the testator, Richard Sandall) intermarried with Benjamin Walton on 3rd January, 1836.

The only issue of this marriage was a daughter, Frances Walton, who was born on 20th June, 1837.

1858, July 19th. Said Frances Walton died without issue, and unmarried.

1856, August 4th. Said Maria Walton died, leaving her daughter surviving.

1860, August 17th. Said Jonathan Sandall died without leaving any issue surviving.

1862, February 22nd. Said Eliza Darwin died, leaving her husband, Charles Darwin, and her only child, Samuel James Darwin, her surviving, who are both now living.

1863, November 9th. By indenture of this date, made between said Samuel James Darwin of the one part, and Thomas Ross, of, &c., of other part—

It is witnessed that for the purpose of destroying and defeating all estates in tail, of or to which said Samuel James Darwin was entitled in the hereditaments thereinafter described, and all estates, rights, interests, and powers, to take effect after the determination or in defeasance of such estates tail, and for assuring and limiting the inheritance in fee simple, in possession of and in the said hereditaments, to the use and in manner thereinafter expressed, and in consideration of 10s. to said Samuel James Darwin paid by said Thomas Ross

(the receipt, &c.), said Samuel James Darwin did grant release and confirm to said Thomas Ross and his heirs—

All said messuage and lands comprised in said abstracted indenture of feoffment of 3rd November, 1826, by a similar description.

[*Set out full description of parcels*].

Together, &c., and the reversion, &c., and all estate, &c.

To hold same unto said Thomas Ross and his heirs (freed and discharged from all estates in tail of said Samuel James Darwin, and all other estates, rights, interests and powers, to take effect upon the determination, or in defeazance of such estates tail),

To the use of said Samuel James Darwin, his heirs and assigns, for ever.

Declaration by said Samuel James Darwin (who was then a bachelor), that no widow of his should be entitled to dower out of said hereditaments, or any part thereof.

Executed by said Samuel James Darwin,
and attested.

Enrolled in Chancery pursuant to 3rd and 4th W. 4,
c. 74, 14th March, 1864.

1864,
March 14th.

By indenture of this date, made between said Samuel James Darwin, of one part, and Archibald Thomas Denham, of, &c., of other part,

1864,
May 29th.

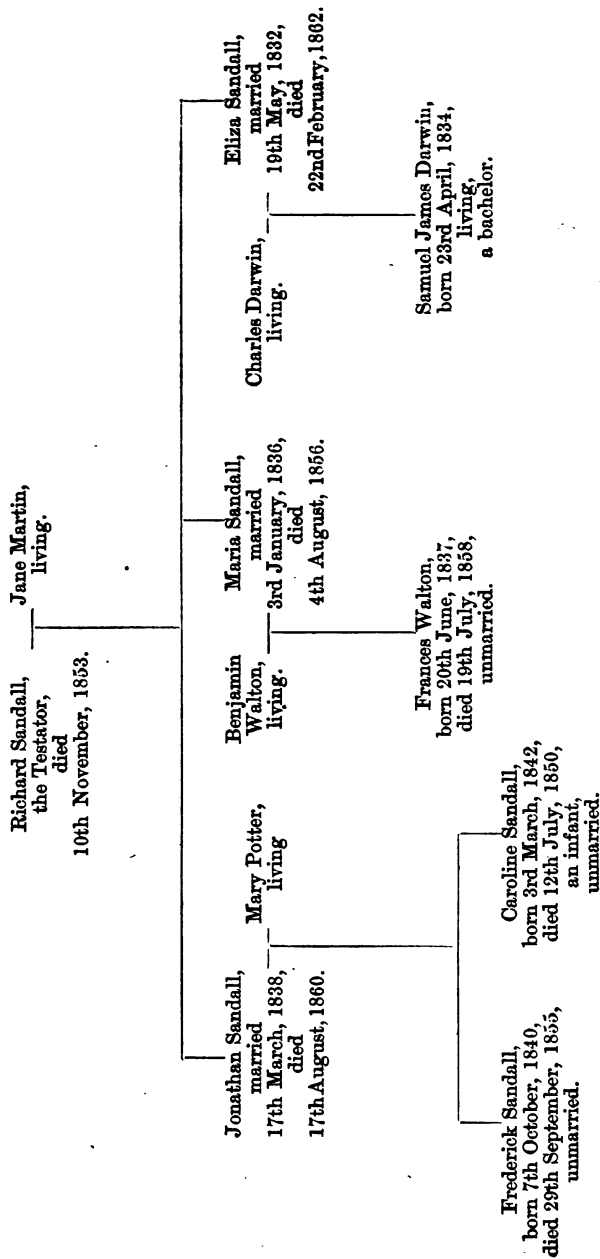
Reciting that said Samuel James Darwin was seized of the messuage, lands, and hereditaments thereafter described, and intended to be thereby conveyed for an estate of inheritance in fee simple, in possession, free from all incumbrances,

It is by abstracting indenture witnessed, that in consideration of £5,000 to said Samuel James Darwin paid by said Thomas Denham, at or before, &c. (the receipt, &c.) said Samuel James Darwin did grant, convey, and confirm unto said Archibald Thomas Denham and his heirs,

All said messuage, lands, and hereditaments before described by a similar description.

Together, &c., and all estate, &c.

PEDIGREE OF SANDALL FAMILY.



To hold same premises to said Archibald Thomas Denham and his heirs,

To such uses, upon and for such trusts, intents and purposes, and with under and subject to such powers, provisoes, declarations and agreements, as said Archibald Thomas Denham should by any deed or deeds, with or without power of revocation and new appointment, to be by him duly executed from time to time, direct or appoint, and for default of and until such direction or appointment, and so far as no such direction or appointment should extend,

To the use of said Archibald Thomas Denham, his heirs and assigns, for ever. "Heirs" word
of Limitation.

Covenants by said Samuel James Darwin for Title.

Executed by both parties, and attested.

Receipt for £5,000 endorsed, signed
by said Samuel James Darwin,
and witnessed.

By indenture of mortgage of this date, made between said Archibald Thomas Denham, of one part, and Arthur Lorton, of, &c., of other part, 1870,
March 23rd.

It is witnessed that in consideration of £2,000 to said Archibald Thomas Denham paid by said Arthur Lorton, the receipt, &c., said Archibald Thomas Denham did direct and appoint, and also grant and convey to said Arthur Lorton and his heirs,

All said messuage, lands and premises, hereinbefore described by a similar description, together, &c., and all estate, &c.

To hold same unto and to the use of said Arthur Lorton, his heirs and assigns, for ever,

Subject to a proviso in indenture now in recital contained for redemption of said premises on payment by said Archibald Thomas Denham, his heirs, executors, administrators or assigns, to said Arthur Lorton, his executors, administrators, or assigns, of £2,000, on 23rd September, 1870, with interest at 5 per cent.

Usual mortgage covenants.

Executed by said Archibald Thomas Denham,
and attested.

Receipt for £2,000 endorsed, signed by said
A. Thomas Denham, and witnessed.

Mr. Archibald Thomas Denham has contracted to
sell the property to Mr. A—— B—— for £6,000, the
mortgage debt of £2,000 and interest to be paid off out
of purchase-money.

No. 8.

FREEHOLD TITLE.—Abstract of the Title of the Heir-
at-Law of Mr. Samuel Adams to a Freehold
farm and estate, called Mason's Farm, situate in
the parish of R——, in the county of L——.

1818,
June 1st. By indenture of this date, made between Joseph
Mason, of , in the county of , Esq., and Julia
Conveyance by his wife, of one part, and Samuel Adams, of , in
Fine and Declaration of the county of , Gentleman, of other part,
uses.

Reciting that under the will of her father, Jacob
Smith, deceased, bearing date the 14th Novem-
ber, 1806, said Julia Mason was seized in fee
simple in possession of the messuage, farm, and
hereditaments thereafter described,

And reciting contract for sale of said premises to
said Samuel Adams for £7,000,

It is by abstracting indenture witnessed that in pur-
suance of said agreement, and in consideration of £7,000
of lawful money, &c., paid by said Samuel Adams to
said Joseph Mason and Julia his wife, at or before, &c.,
the receipt, &c., said Joseph Mason, with privity and
approbation of said Julia his wife (she thereby consent-
ing thereto), did covenant with said Samuel Adams, and
his heirs and assigns, that said Joseph Mason and Julia
his wife, or her heirs, would, at the costs of said Joseph
Mason, as of Easter term then last, or in or as of the
then present Trinity term, or of some other subsequent

term, acknowledge and levy before His Majesty's Justices of the Court of Common Pleas at Westminster unto said Samuel Adams and his heirs one or more fine or fines sur conuzance de droit come ceo, &c., whereupon proclamations should be had, &c., of and concerning—

All that messuage, &c. [*Set out parcels fully.*]
Together with all houses, &c.

Declaration that said fine and all other fines, conveyances, and assurances of said hereditaments and premises should operate and enure

To the use of said Samuel Adams, his heirs and assigns for ever.

Covenants by said Joseph Mason with said Samuel Adams for Title.

Executed by said Joseph Mason and Julia Mason, and attested.

Receipt for £7,000 indorsed. Signed by Joseph Mason and Julia Mason, and witnessed.

Chirograph indentures of fine, wherein Trinity Term, said Samuel Adams is Plaintiff and 58th George 3rd. said Joseph Mason and Julia his wife are Deforceants. Of—

Two messuages, &c. [*Set out parcels.*]

Delivered with proclamations.

Probate copy will of said Samuel Adams, whereby, 1826,
after bequeathing his personal estate to his father, Noah November 4th.
Adams, and appointing him sole executor,

Said testator devised—

All that his messuage, farm and freehold estate, called Mason's Farm, situate in the parish of R—, in the county of L—, and all other his real estates,

Unto his mother, Sarah Adams, during her natural life for her sole use.

(N.B.—The will contains no further devise of real estates).

Signed by said Samuel Adams,
and attested by three witnesses.

PEDIGREE OF ADAMS FAMILY.

Adam Adams, — Eliza Best, married
great-grandfather, — 3rd May, 1804,
died 1816. died 1820.

1st wife. Catherine Parker, — Joshua Adams, — Titus Adams,
died 1783. grandfather, died 17th May, 1817. born
17th September, 1796,
died in 1856.

2nd wife. Jane Thorpe,
married 29th October, 1785,
died 1807.

Robert Adams,
living.

1st wife. Mary Barnes, — Noah Adams, — George Adams,
died 1792. father, living. died
9th March, 1828,
unmarried.

2nd wife. Sarah Barton,
married 2nd June, 1794,
died 4th February, 1868.

Thomas Adams (half blood), — Samuel Adams, — Maria Adams,
living. the purchaser and testator, died 23rd November, 1830,
unmarried. died
27th January, 1828,
unmarried.

Said Samuel Adams died a bachelor.

1830,
Nov. 23rd.

Said will proved by said Noah Adams in Consistory Court of Bishop of L——.

1830,
Dec. 17th.

Said Sarah Adams died.

1868,
February 4th.

Probate copy will of Titus Adams, of , in the county of .

1848,
January 17th.

Whereby testator gave and devised

All his messuages, lands and real estates, whatsoever and wheresoever, and all his personal estate,

Unto his daughter, Rebecca Adams, her heirs, executors, administrators and assigns.

And he appointed his said daughter sole executrix of his will.

Signed by said Titus Adams,
and attested by two witnesses.

Said Titus Adams died.

1856,
Dec. 20th.

Said will proved by said Rebecca Adams in Consistory Court of Bishop of .

1857,
February 8th.

See pedigree of Adams family.

Samuel Adams, the purchaser in 1818 and the testator of 1826, died in 1830, intestate as to the remainder in fee in the estate after the death of his mother, Sarah Adams.

It is now requisite to ascertain who was the heir-at-law of Samuel Adams at the time of his death, and to whom the estate now belongs.

From the pedigree it appears that Noah Adams (the father of Samuel Adams) and Thomas Adams (the brother of the half-blood of Samuel Adams) are both living.

Read the canons or rules of descent, as stated by Sir William Blackstone.

No. 9.

COPYHOLD TITLE.—Abstract of the Title of Mr. Thomas Denton and Mrs. Joanna Denton to a Copyhold or customary messuage and farm called, Mertons, situate in the manor and parish of T—, in the county of N—.

Manor of T—, }
county of N—. }

1810,
November 7th. At a General Court then held for said manor, the homage presented that on the 4th day of August then last, Thomas Thorpe and Martha his wife (she, the said Martha, being first solely and secretly examined by the steward of said manor, apart from her said husband, and thereby concealing) did surrender into the hands of the lord of the manor by the rod, by the hands and acceptance of said steward, according to the custom of said manor,

All that customary tenement and 90 acres of land &c. [*set out parcels fully*],

To the use of Charles Denton, of —, gentleman, his heirs and assigns, for ever; whereupon came said Charles Denton and humbly prayed to be admitted tenant to said premises.

To whom the lord granted seizin thereof by the rod. To hold same, with the appurtenances, unto said Charles Denton, his heirs and assigns, for ever, by the rod, at the will of the lord according to the custom of said manor, &c., and he gave to the lord of said manor for a fine as appears in margin, and so was thereof admitted tenant.

And his fealty was respited.

Same Court.

Said Charles Denton surrendered—

All his messuages, lands, and tenements holden of said manor,

To the use of his will.

1830,
May 4th.

Probate copy will of said Charles Denton of this date.

Whereby testator devised and gave

All his freehold and copyhold and real and personal estate whatsoever,

Unto his wife Sarah Denton during her life, and after her death,

Unto testator's second son Jeremiah Denton, his heirs and assigns, for ever.

Signed by said Charles Denton, and attested by one witness only.

Said Charles Denton died.

1832,
October 17th.
1832,
December 3rd.

Said will proved by Sarah Denton (the executrix therein named), in the Consistory Court of the Bishop of L—.

At a General Court then held for said manor, after presenting the death of said Charles Denton seized of (amongst other hereditaments)

1833,
February 27th.

Said messuage and land called Mertons, before described, to which said Charles Denton was admitted at a court held on 7th November, 1810,

And also presenting and setting out said will of said Charles Denton,

The said Sarah Denton prayed the lord to be admitted tenant

To said messuage and lands called Mertons, whereof said Charles Denton died seized.

To whom the lord by his steward granted seizin thereof by the rod,

To hold same unto said Sarah Denton during her life; and after her death to said Jeremiah Denton, his heirs and assigns, for ever, according to custom of said manor.

And she was admitted tenant accordingly.

Said Sarah Denton died.

1840,
August 9th.
1845,
March 25th.

By conditional surrender of this date said Jeremiah Denton, in consideration of £1,000 to him paid by Richard Marton, of, &c., did out of court surrender into the hands of the lord of said manor by the rod, according to custom of said manor,

All before-described copyhold messuage and lands, called Mertons.

Together, &c., and reversion, &c., and all estate, &c.

c.

E

To the use of said Richard Marton, his heirs and assigns, for ever.

Proviso for making said surrender void on payment by said Jeremiah Denton, his heirs, executors, administrators, or assigns, to said Richard Marton, his executors, administrators, or assigns, of £1,000, with interest after the rate of £5 per centum per annum, on 25th September then next.

Signed by said Jeremiah Denton.

Receipt for £1,000 endorsed, signed, and witnessed.

Enrolled on court roll of said manor on 3rd September, 1845.

1856,
May 3rd.

Probate copy will of said Jeremiah Denton of this date.

Testator charged his messuage or tenement and lands, called Mertons, copyhold held of manor of T—, and all other his real estates, with the payment to his daughter Maria Denton of an annuity of £200 during her life, with powers of distress and entry for recovery of same annuity.

Subject to said annuity, said testator gave and devised all his said copyhold and real estates to his two sons, Thomas Denton and Robert Denton, their heirs and assigns, for ever, in equal shares as tenants in common, subject to said mortgage to said Richard Marton for securing £1,000 and interest.

And said testator appointed his said two sons executors of his said will.

Signed by said Jeremiah Denton,
and attested by two witnesses.

Manor of T—, }
county of N—. }

1857,
August 17th.

By an authority in writing, said Richard Marton acknowledged to have received from said Jeremiah Denton the sum of £1,000 and interest due thereon, secured to be paid to said Richard Marton by virtue of a certain conditional surrender dated the 25th of March,

1845, made by said Jeremiah Denton (and enrolled on court rolls of the said manor on 3rd September, 1845) of the messuage and lands called Mertons, comprised in such conditional surrender. And said Richard Marton thereby authorized and empowered the steward of the court of said manor for the time being to enter satisfaction on the court rolls of said manor for payment of said sum of £1,000 and all interest due and owing in respect thereof, by virtue of said conditional surrender.

Signed by said Richard Marton.

Probate copy will of said Robert Denton,

1860,
April 23rd.

Whereby testator gave and devised to his wife Joanna Denton the whole of his estate and effects of whatsoever description which he might be possessed of or entitled to at the time of his decease.

And the testator thereby appointed Arthur Denton, his cousin, sole executor of his said will.

Signed by said Robert Denton, and attested by two witnesses.

Said Robert Denton died (in the lifetime of his father, said Jeremiah Denton), leaving his wife, said Joanna Denton, and four children, him surviving.

1860,
November 4th.

Letters of administration of the personal estate of said Robert Denton (with will annexed) granted to said Joanna Denton by Her Majesty's Court of Probate (District Registry of), said Arthur Denton, the executor named in said will, having died in testator's lifetime.

1861,
January 28th.

Said Jeremiah Denton died.

1866,
February 2nd.
1866,
April 14th.

Said will of said Jeremiah Denton proved by said Thomas Denton in Court of Probate (District Registry of).

Manor of T—, }
county of N—. }

At a General Court then held for said manor,

Reciting that at a court held on 27th February, 1833, Sarah Denton, as the devisee for life

1866,
September 28th

named in the will of her husband Charles Denton, was admitted tenant for her life, with remainder to the use of her son Jeremiah Denton, his heirs and assigns, to

All that customary tenement and 90 acres of land called Mertons, &c. [*same description as in abstracted admission of 7th November, 1810*],

And presenting death of said Sarah Denton on 9th August, 1840,

And also presenting and setting out said abstracted will of Jeremiah Denton and his death,

And also presenting and setting out said abstracted will of said Robert Denton and his death,

It was set out that on 26th September, 1866, said Thomas Denton and Joanna Denton came before A. B., gentleman, deputy-steward of the courts of this manor, and pursuant to the provisions contained in an act of parliament passed in the 4th and 5th years of the reign of her present Majesty Queen Victoria, humbly prayed to be admitted tenants to

All that the said copyhold tenement and 90 acres of land called Mertons, &c., to which said Jeremiah Denton was admitted tenant as aforesaid, and which was so devised to said Thomas Denton and Robert Denton by said abstracted will of said Jeremiah Denton, deceased, as aforesaid.

To which said Thomas Denton and Joanna Denton the lord of said manor, by his said deputy-steward, did by virtue of said act out of court grant and deliver seizin of said premises by the rod,

To hold said customary tenement and premises, with the appurtenances, unto said Thomas Denton and Joanna Denton, their heirs and assigns, as tenants in common (subject as in said will of said Jeremiah Denton is mentioned) of the lord, according to the custom of said manor, by copy of court roll, &c.; and they gave to the lord for a fine for such their estate and entry on premises as appears in the margin. And said Thomas Denton and Joanna Denton were admitted tenants of the premises aforesaid, in form aforesaid, &c.

1871,
April 23rd.

Said Maria Denton, the annuitant, died.

No. 10.

PERSONALTY.—REVERSIONARY INTEREST IN CONSOLS.—

Abstract of the Title of Mr. Edwin Dermer to the reversion of and in a moiety of £4,850 Three per Cent. Consolidated Annuities, standing in the names of the Reverend Francis Ashworth and Alfred Clift, Esquire, as trustees of the will of Martin Oliver, Esquire, deceased.

Martin Oliver, of _____, in the county of _____, Esquire, made his will of this date, and thereby (*inter alia*) directed his executors to set apart and appropriate out of his estate the sum of £5,000 Three per Cent. Consolidated Annuities, in the names of the Reverend Francis Ashworth and Alfred Clift, Esquire, which sum of £5,000 stock the testator declared should be held by them upon trust, to pay the dividends and income thereof to his, the testator's, sister Sarah Sanby, during her life, for her separate use, without power of anticipation; and after her death the said sum of £5,000 Consols to be held by the said trustees upon trust for the said testator's nephew, Charles Sanby, and testator's niece, Fanny Louisa Dermer, the wife of Edwin Dermer, in equal shares, as tenants in common. And the said testator appointed the Reverend Francis Ashworth and Alfred Clift executors of his said will.

1860,
June 9th.

Signed by said testator,
and witnessed by two witnesses.

Said Martin Oliver died.

1860,
November 17th

Said will proved in Her Majesty's Court of Probate,
at Principal Registry, by said executors.

1860,
December 20th.

By indenture of this date, made between said Edwin Dermer, of _____, of first part, said Fanny Louisa Dermer (wife of said Edwin Dermer), of second part, and Richard Dryden, of, &c., third part,

1868,
March 4th.

Reciting said abstracted will of said Martin Oliver, and his death and proof of his will,

And reciting that the legacy duties, payable to Government in respect of the said sum of £5,000

Consols bequeathed by the said will, required the sale of £150 Consols to provide for the payment thereof and of the legal expenses incidental thereto, and that accordingly the sum of £150 Consols (part of such sum of £5,000 Consols) had been sold out by the executors of the will of the said Martin Oliver, and the produce thereof had been applied by such executors in payment of such legacy duties and expenses; and that the sum of £4,850 Consols (being the residue of such sum of £5,000 Consols, after the raising and payment of such legacy duties and expenses) had been transferred by the said executors into and was then standing in the joint names of the said Francis Ashworth and Alfred Clift, upon the trusts declared by the said will, concerning the said sum of £5,000 Consols and the dividends and income thereof, and reciting that, under the trusts of the said will, the said Fanny Louisa Dermer was entitled to the sum of £2,425 Consols, being one moiety of the said sum of £4,850 Consols (subject to the life interest therein of said Sarah Sanby). And that, in case the said Edwin Dermer should survive the said Sarah Sanby, he would, in right of his said wife, become absolutely entitled in possession to such sum of £2,425 Consols, subject to the equity of his said wife to a settlement thereout on herself and her children,

And reciting that said Edwin Dermer and Fanny Louisa, his wife, were desirous of settling and assuring (*inter alia*) their said respective reversionary interests in (*inter alia*) said sum of £2,425 Consols, or other the trust fund for the time being representing the same in manner thereafter expressed, and that they had agreed that such sum of £2,425 Consols should be assigned to and vested in a trustee, in trust for the said Edwin Dermer, for his absolute benefit;

It was by abstracting indenture witnessed that, for the purpose of partly effectuating the said desire, and in consideration of the premises, and in pursuance and exercise of the power or authority in this behalf given to or vested in the said Fanny Louisa Dermer by the

Act of Parliament 21st Victoria, cap. 57,* and of every other power or authority enabling her in that behalf, she, the said Fanny Louisa Dermer, with the concurrence of said Edwin Dermer (testified by his execution thereof), did thereby assign and dispose of, and said Edwin Dermer did thereby assign and confirm unto said Richard Dryden, his executors, administrators and assigns—

All that the said sum of £2,425 Three per Cent. Consolidated Bank Annuities, being the one moiety or equal half-part of the said Fanny Louisa Dermer and of the said Edwin Dermer, in her right of and in the said sum of £4,850 Consols (or other the trust fund for the time being representing the same) then standing in the names of the said Francis Ashworth and Alfred Clift upon the trusts in and by said will of said Martin Oliver declared of said sum of £5,000 Consols as aforesaid, and the dividends and annual income thereof, and all the right and interest of said Edwin Dermer and Fanny Louisa, his wife, and each of them, to and in said sum of £2,425 Consols and dividends hereby assigned;

To hold and take said sum of £2,425 Consols, or other fund for the time being representing the same, and the dividends thereof thereinbefore assigned (subject to the life interest of said Sarah Sanby therein) unto said Richard Dryden, his executors, administrators, and assigns,

In trust for said Edwin Dermer, his executors, administrators, and assigns, for his and their absolute benefit, and to be assigned and disposed of as he or they should direct.

Executed by all parties,
and attested.

Acknowledged by said Fanny Louisa Dermer,
pursuant to provisions of said Act of 21 Vict.
c. 57.

N.B.—This settlement also contained certain provisions for Mrs. Dermer and her children from other property.

* 21 Vict. c. 57. This act enables *femmes couvertes* to assign certain reversionary interests in personalty, by a deed acknowledged with such formalities as are provided in the Fines and Recoveries Act. But see the exceptions in the last section of the Act.

Certificate endorsed.

This deed, marked A, was this day produced before us and acknowledged by Fanny Louisa Dermer, the wife of Edwin Dermer, therein named, to be her act and deed, previous to which acknowledgment the said Fanny Louisa Dermer was examined by us separately and apart from her said husband, touching her knowledge of the contents of the said deed and her consent thereto, and declared the same to be freely and voluntarily executed by her.

Witness our hands this 4th day of March, 1868.

A— B— }
C— D— } Commissioners, &c.

No. 11.

LEASEHOLD FOR YEARS.—Abstract of the Title of Mr. Jonathan Latham to two Leasehold messuages, situate in Lorton Road, in the parish of , in the county of Surrey (being Nos. 8 and 9 in Lorton Road).

1856,
June 24th.

By indenture of lease of this date made between Adam Adams, of, &c., Esq., of one part, and Robert Thornton, of, &c., builder, of other part,

It is witnessed that in consideration of the expense the said Robert Thornton had incurred in erecting and finishing the two messuages thereafter devised, and also in consideration of the rent and covenants thereafter reserved and contained, said A. Adams did grant and demise to said Robert Thornton,

All that piece or parcel of ground situate and being in Lorton Road, in the parish of , in the county of Surrey, measuring in the front next the said road 150 feet of assize, and in depth from north to south 300 feet (more or less), and the two messuages or tenements then standing and being on said piece of ground, and known as Nos. 8 and 9 in Lorton Road aforesaid, with the appurtenances,

To hold said premises to said Robert Thornton, his

executors, administrators, and assigns for 99 years, to be computed from the 24th day of June, 1855,

Yielding and paying to said A. Adams, his heirs and assigns, the yearly rent of £30, payable quarterly.

Covenants by said lessee :

To pay rent and taxes.

To repair and paint.

To insure in £500 in joint names of lessor and lessee.

To surrender at end of term.

Proviso for re-entry for non-payment of rent, &c.

Covenant by lessor for quiet enjoyment.

Executed by said lessor and attested.

Probate copy will of said Robert Thornton.

1864,

November 14th

Whereby (*inter alia*) he gave and bequeathed his two leasehold messuages and ground, being Nos. 8 and 9 in Lorton Road, in the county of Surrey, unto his executors thereafter named, for all his estate, term, and interest therein at the time of his decease, upon trust, to pay the net rents and profits thereof (after payment of ground rent, insurance, and repairs) unto testator's daughter, Mary Robinson, during her life, for her sole and separate use; and after her decease the said leasehold messuages were to be held in trust for the children of testator's daughter, Mary Robinson, in equal shares, and testator appointed Robert Pember, of, &c., and Charles Norris, of, &c., executors of his said will.

Said Robert Thornton died.

1865,

February 4th.

By indenture of this date made between the said Robert Pember, of one part, and Jonathan Latham, of, &c., of other part,

1865,

April 17th.

Reciting said abstracted indenture of lease, and said will of said Robert Thornton, and reciting contract for sale of said leasehold messuages by said Robert Pember to said Jonathan Latham for £800,

It is by abstracting indenture witnessed that in consideration of £800 paid by said Jonathan Latham to

said Robert Pember (as such executor as aforesaid), the receipt, &c., said Robert Pember (as such executor of will of said Robert Thornton) did grant and assign to said Jonathan Latham

All that the said piece of ground and the two messuages thereon, Nos. 8 and 9 in Lorton Road, in the parish of , in the county of Surrey, and all other the premises comprised in and demised by the said recited indenture of lease, together with the lessee's fixtures and appurtenances, and all estate, &c. of said Robert Pember (as such executor as aforesaid) in said premises,

To hold same unto said Jonathan Latham, his executors, administrators, and assigns, for all residue of said term of 99 years, subject to payment of said rent of £30 and performance of lessee's covenants.

Covenant by said Robert Pember that he had not encumbered.

Covenant by Jonathan Latham for payment of rent and performance of covenants.

Executed by Robert Pember and Jonathan Latham, and attested.

Receipt for £800 endorsed, signed by said Robert Pember, and witnessed.

1866,
November 9th.

Said Charles Norris renounced probate of said will.

1867,
January 29th.

Said Robert Pember died without having proved said will.

1867,
June 3rd.

Letters of administration of the personal estate of said Robert Thornton (with the said will annexed) were granted to Catherine Thornton, the widow and relict of said Robert Thornton, by Her Majesty's Court of Probate at the Principal Registry.

No. 12.

POLICY OF LIFE ASSURANCE.—Abstract of Title to a Policy of Assurance for £2,000 in Life Assurance Company on life of Reverend Tobias Wrayson.

By a policy of assurance, No. 1,460, under the hands and seals of three of the directors of the Life Assurance Company, whereby 1850,
May 17th.

The funds and property of the said company were, in consideration of the annual premium of £ , made subject and liable to the payment to the executors, administrators or assigns of the Reverend Tobias Wrayson, of Hastings, in the county of Sussex, clerk, within three calendar months after satisfactory proof should have been received at the office of said company of decease of said Tobias Wrayson, of the sum of £2,000 and such further sum or sums as should under the regulations of said company be appropriated as a bonus to said policy.

Executed by three directors of said company.

By indenture of this date, made between said Tobias Wrayson, therein described as of Essex Square, in the county of Middlesex, clerk, of one part, and Arthur Shapland, of , Esq., of other part, 1866,
November 3rd.

After reciting said policy of assurance and reciting agreement for loan of £2,000 by said Arthur Shapland to said Tobias Wrayson,

It is by abstracting indenture witnessed that in consideration of £2,000 to said Tobias Wrayson paid by said Arthur Shapland, the receipt, &c., said Tobias Wrayson did covenant with said Arthur Shapland to pay £2,000, with interest at £5 per cent., to said Arthur Shapland, his executors, administrators or assigns, on 3rd May then next;

And to pay further interest until principal paid. And it was by abstracting indenture (*inter alia*) further witnessed that in consōn of premises, and for further securing payment of said £2,000 and interest, said

Tobias Wrayson did assign to said Arthur Shapland, his executors, administrators and assigns—

All that said recited policy of assurance in the Life Assurance Company, No. 1,460, and dated 17th May, 1850, and the full benefit thereof. And also said sum of £2,000 thereby assured, and all other monies and sums which should under regulations of said company be appropriated by way of bonus to said policy;

Together with power for said Arthur Shapland, his executors, administrators or assigns, in the name or names of said Tobias Wrayson, his executors or administrators or otherwise, to sue for, recover, and give receipts for such monies or any part thereof,

To hold and receive said policy, monies, and premises thereby assigned unto and by said Arthur Shapland, his executors, administrators and assigns.

Proviso for redemption and re-assignment of said policy, monies and premises, on payment by said Tobias Wrayson, his executors, administrators or assigns, to said Arthur Shapland, his executors, administrators or assigns, of £2,000 with interest at £5 per cent., on 3rd May then next.

Usual mortgage covenants.

Power of sale.

Declaration that the receipts in writing of said Arthur Shapland, his executors, administrators, or assigns, for any money which he or they might receive by virtue of or under the policy of assurance thereby assigned, or for any money payable to him or them under or by virtue of abstracting indenture, should discharge the person or persons, assurance company, or society or societies, paying the same, therefrom, and from all responsibility of seeing to the application thereof, and from being answerable for any loss, misapplication, or nonapplication thereof, and that no person or society paying any such money should be bound to inquire

whether any money remained due on the security of abstracting indenture.

Executed by said Tobias Wrayson,
and attested.

Receipt for £2,000 endorsed, signed
by said Tobias Wrayson, and
witnessed.

The following Notice of said Mortgage was given in
duplicate to the Life Assurance Company:

"Gentlemen,—You will be pleased to take notice that by an indenture of mortgage, dated the 3rd day of November, 1866, and made between the Reverend Tobias Wrayson, of, &c., clerk, of the one part, and Arthur Shapland, of, &c., Esq., of the other part, a certain instrument or policy of assurance, numbered 1,460, under the hands and seals of three of the directors of the Life Assurance Company, whereby the sum of £2,000 was assured to be paid to the executors, administrators or assigns of the said Tobias Wrayson, on satisfactory proof of his death, was (with any bonus thereon), for the consideration in the said indenture expressed, assigned to the said Arthur Shapland, his executors, administrators, and assigns. And that the said instrument or policy of assurance was thereupon duly handed over and delivered to the said Arthur Shapland, who now holds and retains the same. Dated this 4th day of November, 1866.

"I am, your obedient Servant,

"A—— B——,

"Solicitor for said Arthur Shapland.

"To the Directors of the

"Life Assurance Company.

"P.S.—You will please to direct that all future notices, &c., relative to the above policy, may be sent to Mr. Shapland at the above address."

The notice in duplicate was accompanied with the following letter :—

“ Policy No. 1,460.

“ Sir,—Herewith I beg to forward duplicate notices of assignment by way of mortgage of the above policy in your office, from Reverend Mr. Wrayson to Mr. Shapland.

“ Be pleased to enter the notice in your books, and return one of the notices to me with an endorsement thereon that a duplicate thereof has been received.

“ I am, &c.,

“ A—— B——.

“ To , Esq., Actuary, or Secretary,
“ Life Office.”

1868,
January 23rd.

Probate copy will of said Arthur Shapland, whereby he gave to his wife Louisa Shapland all his personal estate, and appointed her sole executrix of his will.

Signed by said testator, and attested
by two witnesses.

1870,
May 9th.

Said Arthur Shapland died.

1870,
June 21st.

Said will duly proved by said Louisa Shapland in Her Majesty's Court of Probate at Principal Registry.

1870,
July 29th.

Said Tobias Wrayson died intestate.

1870,
September 1st.

Letters of administration of personal estate of said Tobias Wrayson granted to Marianne Wrayson, his widow and relict, by Her Majesty's Court of Probate at Principal Registry.

On the death of the assured the policy becomes a claim.

On the 10th September, 1870, Messrs. M. & O. (the solicitors acting for Mrs. Marianne Wrayson) wrote a letter to the actuary of the insurance office giving notice of the death of the assured, and making a claim to the £2,000 assured and bonus.

Mrs. Louisa Shapland sent the following letter to the company:—

“To the Directors of the Life Assurance Company.

“Policy, No. 1,460.

“Gentlemen,—With reference to a notice served upon you, and acknowledged the 7th of November, 1866, I now beg to claim payment of the sum due on your policy, No. 1,460, £2,000 and bonus, on the life of the late Reverend Tobias Wrayson, who died at on the 29th July last.

“I enclose certificate of the medical gentleman who attended Mr. Wrayson during his last illness, also certificates of the death and burial of Mr. Wrayson.

“The assignment of your policy to my late husband, and the probate of my late husband’s will, and also the policy, will be ready for the inspection of your solicitor.

“I am, &c.

“To Esq.,
“Actuary or Secretary.”

No. 13.

FREEHOLD TITLE.—Abstract of title to a Freehold farm and estate, called Oak Tree Farm, situate in the parish of O—, in the county of R—, as to entirety of said estate.

By indenture of feoffment of this date, made between Thomas Mantell of the first part, Isaac Dayrell, of, &c., of the second part, Robert Lydford, of, &c., of third part, and William Scott of fourth part,

1807,
Nov. 29th.

It is witnessed that, in consideration of £4,000 paid by said Isaac Dayrell and Robert Lydford (in equal shares) to said Thomas Mantell, at or before, &c., the receipt, &c., and in consideration of ten shillings to said Thomas Mantell paid by said William Scott, said Thomas Mantell did grant, enfeoff, and confirm to said William Scott and his heirs—

All that messuage, farm-house, or tenement, with the yards, gardens, orchards, outbuildings, and

appurtenances, and the several closes, pieces, or parcels of arable, meadow, pasture, and wood land therewith occupied and enjoyed, containing by estimation 200 acres, more or less, and commonly called or known by the name of Oak Tree Farm, and being situate and lying in the parish of O—, in the county of R—, and then in the occupation of said Thomas Mantell, and which several closes and premises were then known by the several names of, &c., &c. [set out names of fields],

Together, &c., and reversion, &c., and all estate, &c.

Scott, Feoffee
to uses.

To hold same to said William Scott and his heirs,

To uses following (that is to say):—

As to one
moiety.

As to, for, and concerning one undivided moiety or equal half-part of said messuage, lands, and premises (the whole into two equal parts being considered as divided),

To use of
Isaac Dayrell
in fee simple.

To the use of said Isaac Dayrell, his heirs and assigns, for ever.

As to other
moiety.

And as to, for, and concerning the other equal undivided moiety of said messuage, lands and premises, thereby enfeoffed and conveyed,

To use of
Robert
Lydford in fee
simple.

To the use of said Robert Lydford, his heirs and assigns, for ever.

Covenants by said Thomas Mantell with said William Scott, that he was lawfully seized, had power to convey, for peaceable possession, freedom from incumbrances, and for further assurance.

Executed by said Thomas Mantell, and
attested.

Receipt for £4,000 endorsed, signed
by said Thomas Mantell, and witnessed.

Memorandum of livery of seizin endorsed.

AS TO DAYRELL'S MOIETY.

Probate copy will of said Isaac Dayrell, therein described as of _____, in the county of _____, whereby said testator bequeathed all his personal estate to his wife, Maria Dayrell, and appointed her sole executrix of his will.

1824,
May 4th.

And said testator gave and devised—

All his messuages, farms, lands, and freehold estates, and parts and shares of real estates (including his moiety of the Oak Tree Farm), situate in the parish of O——, in the county of R——,

To the use of testator's said wife, Maria Dayrell, and her assigns, during her life remainder

To use of wife, Maria Dayrell, for her life . .

. . . remainder

To use of testator's son, William Dayrell, and the heirs male of his body remainder

To use of testator's son, William Dayrell, in tail male

. . . remainder

To use of testator's son, Joseph Dayrell, and the heirs of his body lawfully issuing . . . remainder

. . . remainder

To use of testator's son, Joseph Dayrell, in tail general . .

. . . remainder

To use of testator's two daughters, Jane Dayrell and Sarah Dayrell, in equal shares, as tenants in common, and to their respective heirs and assigns for ever.

To use of testator's two daughters Jane Dayrell and Sarah Dayrell, as tenants in common in fee simple.

Signed by said Isaac Dayrell,
and attested by three witnesses.

Said Isaac Dayrell died.

1826,

November 7th.

His said will proved by said Maria Dayrell, in Consistory Court of Bishop of _____.

1826,

December 20th

Said William Dayrell died an infant and unmarried.

1828,

June 29th.

Said Joseph Dayrell died an infant and unmarried.

1829,

February 18th.

Said Sarah Dayrell married Reuben Lydford.

1830,

August 16th.

The only issue of this marriage was a son, Christopher Lydford, who was born on 3rd September, 1831.

1831,

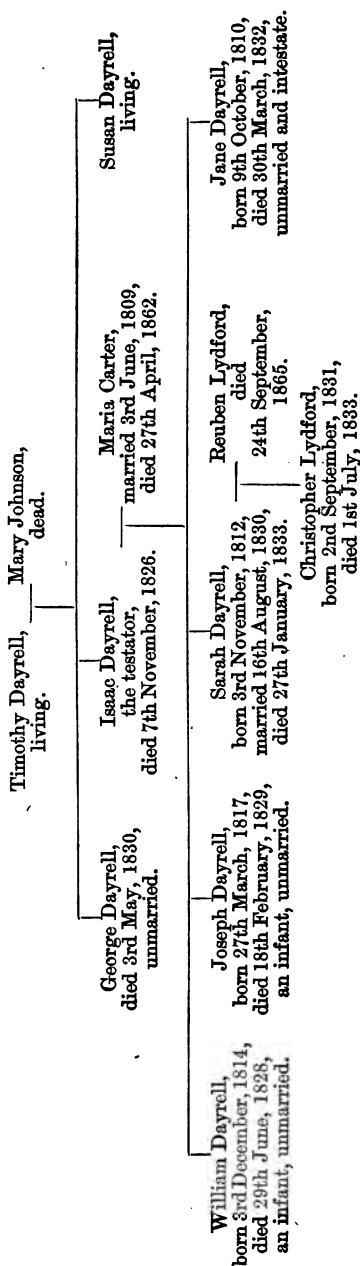
September 3rd.

Said Jane Dayrell died unmarried and intestate.

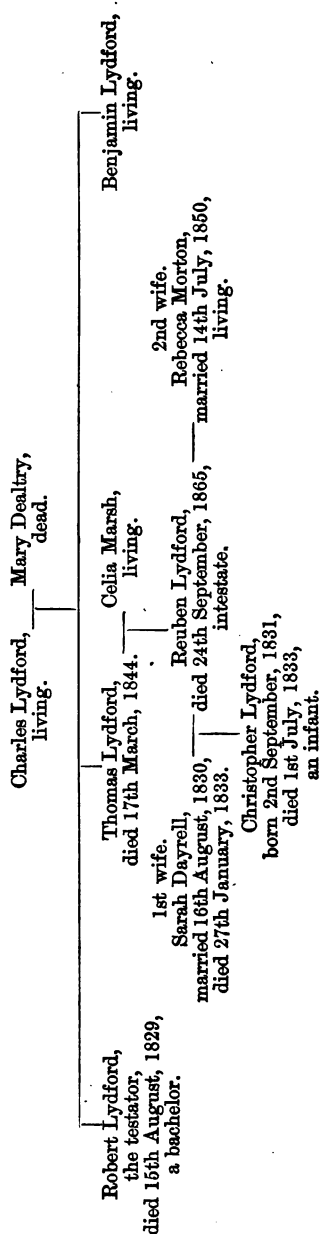
1832,

March 30th.

PEDIGREE OF DAYRELL FAMILY.



PEDIGREE OF LYDFORD FAMILY.



AS TO DAYRELL'S MOEITY.

Probate copy will of said Isaac Dayrell therein described as of _____, in the county of _____, whereby said testator bequeathed all his personal estate to his wife, Maria Dayrell, and appointed her sole executrix of his will.

1814
May 12

And said testator gave and devised—

All his messuages, farms, lands, and freehold estates, and parts and shares of real estates (including his moiety of the Oak Tree Farm, situate in the parish of O—, in the county of R—,

To the use of testator's said wife, Maria Dayrell, and her assigns, during her life remainder

To use of wife, Maria Dayrell, for her life

To use of testator's son, William Dayrell, and the heirs male of his body remainder

To use of testator's son, William Dayrell, as all male

To use of testator's son, Joseph Dayrell, and the heirs of his body lawfully issuing remainder

To use of testator's son, Joseph Dayrell, as all general

To use of testator's two daughters, Jane Dayrell and Sarah Dayrell, in equal shares, as tenants in common, and to their respective heirs and assigns for ever.

To use of testator's two daughters, Jane Dayrell and Sarah Dayrell, as all general

Signed by said Isaac Dayrell, and attested by three witnesses.

Witnesses

Said Isaac Dayrell died.

His said will proved by said Maria Dayrell in the sistory Court of Bishop of _____

Said William Dayrell died an infant and unmarried.

Said Joseph Dayrell died an infant and unmarried.

Said Sarah Dayrell married _____

The only issue of this _____ Christopher Lydford, who was _____

Said Jane _____

No. 14.

FREEHOLD.—Abstract of the Title of Richard Imbert and Robert Chalmer, Esquires, to a Freehold Mansion and Estate, called Denver Court, in the parish of B——, in the county of S——.

AS TO ENTIRETY OF ESTATE.

1815,
August 13th
and 14th.

Indentures of lease and release of these dates, the release being made between Thomas Joshua Wilson, of, &c., Esq., of first part, Marmaduke Chalmer, of, &c., Esq., of second part, and Samuel Jones, of, &c., of third part.

Wilson con-
veys to
M. Chalmer
and his heirs.

It is by indenture of release witnessed that in consideration of £17,000 to said T. J. Wilson paid by said M. Chalmer, the receipt, &c., said T. J. Wilson did grant, release and confirm unto said M. Chalmer and his heirs—

Denver Court.

All that capital messuage, or mansion house called or known by the name of Denver Court, situate in the parish of B——, in the county of S——.

[Set out parcels fully.]

Habendum—
to M. Chalmer
and his heirs,
To use of
M. Chalmer
and S. Jones
their heirs and
assigns as
joint tenants
in fee.

To hold said premises unto said Marmaduke Chalmer and his heirs,

As to estate of
Jones and his
heirs, in trust
for M. Chal-
mer and his
heirs.

To the use of said Marmaduke Chalmer and Samuel Jones, their heirs and assigns for ever, nevertheless as to estate and interest of said Samuel Jones and his heirs in said premises,

In trust for said Marmaduke Chalmer, his heirs and assigns, for ever.

Covenants by said T. J. Wilson for title.

Lease and release executed by said T. J. Wilson and attested.

Receipt for £17,000 endorsed on release, signed by T. J. Wilson, and witnessed.

1820,
October 3rd.

Said Samuel Jones died, and was buried at parish of M——.

Probate copy will of said Marmaduke Chalmer, 1830,
whereby said testator (*inter alia*) gave and devised July 17th.
Devises.

All that his capital mansion and estate called All real es-
tates.
Denver Court, and all his real estate situate in
the parish of B—, in the county of S—,
and all other his real estates,

To the uses following (that is to say):—

As to one equal undivided moiety or half-part of [Legal Limi-
said estates and hereditaments, tations.]
As to one
moiety,

To the use of his (testator's) nephew, Charles To use of
Chalmer, and the heirs of his body lawfully Charles Chal-
issuing, and for default or on failure of such mer, in tail
general . . .
issue, . . . remainder

To the use of said Charles Chalmer, his heirs and To Charles
assigns, for ever; Chalmer in fee
simple.

And as to the other equal undivided moiety or half- As to other
part of said mansion, estates, and premises thereby moiety,
devised,

To the use of testator's niece Maria Chalmer (the To use of
daughter of testator's late brother, Samuel Maria Chal-
Chalmer), and the heirs of her body lawfully mer, in tail
general . . .
issue, . . . remainder

To the use of said Maria Chalmer, her heirs and To Maria
assigns, for ever. Chalmer in
fee simple.

Signed by said testator, and attested
by three witnesses.

Said Marmaduke Chalmer died a bachelor. 1840,
February 15th.

Said will proved in the Prerogative Court of Arch- 1840,
bishop of Canterbury by the executors therein named. April 9th.

AS TO MOIETY DEvised BY WILL OF MARIA CHALMER.

Probate copy will of said Maria Chalmer, spinster, 1850,
whereby testatrix (*inter alia*) devised December 9th.

Her undivided moiety or half-part of and in said
mansion house and estate called Denver Court,

situate in the parish of B—, in the county of S—, and all other her freehold and real estates, unto and

Legal fee in trustees.

To the use of Thomas Sart and William Parton, their heirs and assigns, for ever,

[Equitable Limitations.]

In trust for separate use of Antonia Dornton during her life.

Upon the following trusts (that is to say):—

Upon trust during life of testatrix's niece, Antonia Dornton (the daughter of testatrix's late sister, Martha Dornton), to lease, let and manage said moiety estates and premises, and upon trust to pay the net rents of same premises into hands of said Antonia Dornton during her life for her sole and separate use, free from control and debts of any husband, and without power of anticipation.

After her death,

And after death of said Antonia Dornton said testatrix declared that said Sart and Parton and survivor of them and heirs of survivor should stand seized of said moiety and freehold estate thereby devised,

In trust for her children—sons 21, daughters 21 or marriage as tenants in common in fee simple. If only one such child, in trust for such child in fee.

In trust for all and every the child and children of said Antonia Dornton, who, being a son or sons, should live to attain the age of twenty-one years, or, being a daughter or daughters, should live to attain that age, or be married under that age, and, if more than one, in equal shares and for their respective heirs as tenants in common, and, if only one such child, in trust for such one child and his or her heirs.

If no child of Antonia lives to attain vested interest,

Proviso and said testatrix declared that in case there should be no child of said Antonia Dornton who, being a son, should live to attain the age of twenty-one years, or, being a daughter, should attain that age or be married under that age, then and in such case (subject and without prejudice to the trusts and limitations thereinbefore contained) testatrix declared that her said trustees should stand seized of said estates and premises thereby devised,

Then (subject to prior trusts), in trust for Robert Chalmer in fee.

In trust for her brother Robert Chalmer and his heirs.

Signed by said Maria Chalmer, and attested by two witnesses.

1852,
March 14th.

Said Maria Chalmer died unmarried, without having revoked or altered her said will, leaving her brother, said Robert Chalmer, her heir-at-law, her surviving, who is now living.

Said will of said Maria Chalmer proved in
court of by executors therein named.

1852,
June 20th.

AS TO MOIETY DEVISED BY WILL OF CHARLES CHALMER.

Probate copy will of said Charles Chalmer, whereby
(*inter alia*) he devised

1850,
June 3rd.

All that his undivided moiety or half-part of all that
said Freehold mansion, lands and estate called
Denver Court, situate in the parish of B—,
in the county of S—, and all other his free-
hold estates,

To uses following (that is to say):—

[Legal Limi-
tations.]

To use of testator's wife, Julia Chalmer, during her
life remainder

To use of tes-
tator's wife
for life, . . .
. . . remainder

To use of said testator's niece, Antonia Dornton (the
daughter of testator's late sister, Martha Dornton), and
her assigns, during her life, for her separate use,
. remainder

To use of tes-
tator's niece
Antonia
Dornton for
life, . . .
. . . remainder

To the use of all such one or more exclusively of the
other or others of the children or child of the said
Antonia Dornton for such estates and in such shares as
she, notwithstanding coverture, should by deed or will
appoint, and in default of and subject to such appoint-
ment,

To use of her
children as she
should ap-
point.

In default of
appointment,

To the use of all and every the child and children of
the said Antonia Dornton who, being a son or sons,
should live to attain the age of twenty-one years, or,
being a daughter or daughters, should live to attain
that age or marry under that age, and, if more than
one, in equal shares, and to their respective heirs as
tenants in common, and if there should be only one
such child, the whole to remain

To use of all
children of
Antonia
Dornton, who,
being sons,
should attain
21, or, being
daughters,
should attain
that age or
marry, as
tenants in
common in
fee simple.

To the use of such one child and his or her heirs.

Proviso and testator declared that in case there should
be no child of said Antonia Dornton who, being a son,
should attain the age of twenty-one years, or, being a
daughter, should attain that age or marry, then and in
such case (but subject and without prejudice to the uses

If no such
child, . . .
. . . remainder

and limitations thereinbefore contained) said testator gave and devised his said freehold estates

To use of
Robert Chal-
mer in fee.

To use of his brother Robert Chalmer and his heirs.

Signed by said Charles Chalmer, and
attested by two witnesses.

1853, Said Charles Chalmer died without issue, leaving his
September 17th brother, said Robert Chalmer, his heir-at-law, him
surviving, who is now living.

1853, Said will proved in Court of by the
November 4th. executors therein named.

1857, Said testator's widow, Julia Chalmer, died.
January 4th.

1854, Said Antonia Dornnton intermarried with James
May 23rd. Imbert at parish church of Saint Pancras, London.

Said Antonia Imbert never exercised power of appoint-
ment amongst her children limited to her by said will
of Charles Chalmer.

1866, Said Antonia Imbert died, having had issue one son
July 2nd. only, Richard Imbert, who was born on 19th April,
1855, and is now living.

*No. 15.

POLICY OF LIFE ASSURANCE.—Equitable Mortgage by
Deposit. Administration Suit.

Abstract of Title of Mrs. Caroline Holcombe (as exe-
cutrix of will of Jasper Holcombe) to a Policy
of Assurance for £5,000 payable on the death of
Jasper Holcombe (a claim).

1860, By an instrument or policy of assurance of this date,
June 28th. No. 2,462, under the hands and seals of three of the
directors of the Life Assurance Company,
The sum of £5,000 was assured to be paid to the
executors, administrators or assigns of Jasper Hol-

combe, of No. Street, in the parish of , in the county of , Esquire, within six months after proof of the death of the said Jasper Holcombe.

Subject, nevertheless, to the payment of the yearly premium of £ during the life of the said Jasper Holcombe, and to the observance and performance of certain conditions, stipulations, and agreements in the said policy mentioned or referred to.

Executed by three directors of said Company and attested.

Memorandum of Deposit of Deeds and Policy with Bankers

Memorandum.—I, Jasper Holcombe, of , in the county of , Esquire, do hereby admit and declare that I have this day deposited with Messrs. A. B. and Company, of , in the county of , Bankers, the deeds, shares, and policies of Life Assurance mentioned in the schedule hereunder written, which deeds, shares, and policies are to be held and retained by them and their partners for the time being, by way of a continuing security to them for securing payment to them on demand of all sums of money and liabilities already advanced, paid, or incurred, or which they or any of them, or any of their partners for the time being, may at any time advance, pay, or incur to or for me, or for my use, or on my account, whether on current account or by the discount of or otherwise in respect of bills of exchange, promissory notes, cheques, or other negotiable securities drawn, accepted, or indorsed by me, or by way of loan to me, together with interest, commission, banking charges, law and other costs, charges and expenses; and for the purpose of making a more effectual security for such several sums, monies, and matters above mentioned, I hereby undertake and agree, at my own costs and expenses, in all respects, when requested by the said Messrs. A. B. and Company, that I and all other necessary parties will execute and deliver to them, or as they shall direct and require, a legal and effectual mortgage (duly stamped) of all my estate and interest in the freehold estate, policies, shares, and premises comprised in the said deeds, policies and shares, which mortgage shall contain a power of sale

1868,
October 9th.

This memorandum of deposit has an *ad valorem* stamp of £2: 10s.

This is a full copy of the memorandum of deposit.

and all usual and requisite covenants and clauses as the counsel of the said bankers shall direct and require, and this security shall be applicable and extend as well to my separate account current and my loan account (separate) and separate liability as to any joint current or loan account, or liabilities with any other person or persons as partner or partners or otherwise. Witness my hand this 9th day of October, 1868.

(Signed) JASPER HOLCOMBE.

Signed in the presence of

1860, The schedule above referred to contains the before
June 28th. abstracted policy of assurance (*inter alia*).

1868, Notice of said abstracted memorandum of deposit
October 9th. was given by the solicitor of the bankers to insurance
 office.

1870, Probate copy will of said Jasper Holcombe, whereby
July 26th. he gave and bequeathed

All his personal estate and effects whatsoever and wheresoever unto his wife Caroline Holcombe, for her absolute benefit, subject to the payment thereof of testator's debts and funeral and testamentary expenses.

And he appointed his said wife sole executrix of his will.

Signed by said testator, and attested
by two witnesses.

1871, Said Jasper Holcombe died.
November 4th.

1872, Said will proved by said Caroline Holcombe in Her
March 23rd. Majesty's Court of Probate at Principal Registry.

1872, Bill filed in High Court of Chancery, in which Thomas
March 29th. Peters was Plaintiff and said Caroline Holcombe was
 Defendant.

After stating (*inter alia*) a certain indenture of mortgage of a certain freehold estate from said Jasper Holcombe to said Thomas Peters for securing £9,000 and interest,

The prayer of said Bill was (*inter alia*)—

1. That an account might be decreed to be taken under the authority of said Court of what was due to the Plaintiff and the other unsatisfied creditors of said Jasper Holcombe for principal and interest.

2. That the real and personal estates of said testator might be applied in a due course of administration under direction of said Court.

By an order made in said Cause, it was (*inter alia*) ordered that the following accounts and inquiry be taken and made, that is to say (*inter alia*)—

1872,
May 14th.

1. An account of what was due to the Plaintiff and all other the creditors of said Jasper Holcombe, the testator in the Bill named.

2. An account of the testator's funeral expenses.

3. An account of the testator's personal estate come to the hands of the Defendant, the executrix, or to the hands of any other person or persons by or for her order or use.

4. An inquiry what parts (if any) of the testator's personal estate were outstanding or undisposed of.

And it was ordered that the testator's personal estate be applied in payment of his debts and funeral expenses in a due course of administration.

Further consideration adjourned.

No. 16.

LEASEHOLD FOR YEARS.—Abstract of the Title of Mrs. Martha Harton to ten Leasehold messuages and gardens, known as Nos. 1 to 10 inclusive, in Augusta Square, in the parish of St. , in the county of Middlesex.

By indenture of lease of this date, made between Arthur Latimer, of, &c., Esq., of the one part, and Robert Chard, of, &c., builder, of other part,

1830,
July 1st.

It is witnessed that in consideration of the rent and covenants thereafter reserved and contained, and on the part of said Robert Chard to be paid and performed, said Arthur Latimer did grant,

demise, and lease to said Robert Chard, his executors, administrators, and assigns—

All that piece or parcel of land or ground, situate in the parish of St. , in the county of Middlesex, bounded on the north by the Road, and on all other sides by other ground belonging to said Arthur Latimer, and containing the several dimensions set forth on the plan drawn in the margin of abstracting indenture of lease, and therein coloured pink,

With the appurtenances;

To hold said premises to said Robert Chard, his executors, administrators and assigns, for the term of ninety-nine years, to be computed from 24th June then last past, at and under the yearly rent of £50, payable quarterly on the four most usual quarterly days of payment, and the first quarterly payment to be made on 29th day of September then next ensuing.

Covenants by said Robert Chard:

To pay said rent.

To pay all rates and taxes.

To build and complete ten messuages on said piece of ground.

To keep in repair.

To surrender same at end of term.

To insure messuages and buildings in £4,000, in names of lessor and lessee.

To rebuild in case of fire.

Not to assign said lease, or part with possession of said ground or premises, without license and consent, in writing, of said Arthur Latimer, his heirs or assigns, first had and obtained.

Proviso for re-entry on non-payment of rent, or non-performance of covenants by lessee.

Covenant by lessor for quiet enjoyment.

Executed by said Arthur Latimer,
and attested.

Registered in Middlesex, 17th August, 1830.

B. , No. .

Ten messuages were built on said piece of ground

which now forms part of Augusta Square; the houses are numbered 1 to 10 in Augusta Square.

By indenture of this date, made between said Robert Chard, of first part, William Wood, of, &c. (the official assignee of the estate and effects of said Robert Chard under a fiat in Bankruptcy), of second part, Thomas James, of, &c., and Richard Williams, of, &c. (the creditors' assignees under said fiat), of the third part, and Thomas Parker, of, &c., of fourth part,

1856,
June 14th.

Reciting said abstracted indenture of lease of 1st July, 1830, and that said Robert Chard had built ten messuages on said piece of ground comprised in said lease;

And reciting that on 3rd May, 1856, a petition for adjudication in Bankruptcy was filed against said Robert Chard, and on the 14th day of same month he was declared and adjudged to be a bankrupt by the Court of Bankruptcy in London;

And reciting that said William Wood was duly appointed official assignee of the estate and effects of said bankrupt, and said Thomas James and Richard Williams were, on the 24th day of May, 1856, duly appointed creditors' assignees of the estate and effects of said bankrupt;

And reciting that said parties to abstracting indenture of third part (as such creditors' assignees as aforesaid) caused said piece of ground and ten messuages comprised in said lease to be put up for sale by public auction on the day of , at the Auction Mart, in the City of London, according to certain printed particulars and conditions of sale then and there produced, and that at the same sale said Thomas Parker became the highest bidder for, and was declared the purchaser of, said piece of ground and ten messuages comprised in said lease, at the price of £4,500;

It is by said abstracting indenture witnessed that, for completing said sale and in consideration of £4,500 to said William Wood (as such official assignee as aforesaid) paid by said Thomas Parker, the receipt, &c., they, the said William Wood, Thomas James, and Richard Williams (as such assignees respectively as aforesaid)

did grant and assign, and said Robert Chard did grant, assign, and confirm to said Thomas Parker—

All that said piece of ground and premises comprised in and demised by said abstracted indenture of lease,

And also all those the several ten messuages or tenements which had been erected upon, and were then standing on, said piece of ground, and were then known as Nos. 1 to 10 inclusive, in Augusta Square,

Together with appurtenances,

And all estate, &c., of said parties of first, second, and third parts;

To hold said premises to said Thomas Parker, his executors, administrators, and assigns, during all residue then to come of said term of ninety-nine years, created by said abstracted indenture of lease of 1st July, 1830, subject to payment of said rent of £50 and to performance of lessee's covenants.

Covenant by said parties thereto of first and second parts that they had not incumbered.

Covenants by said Robert Chard:

That lease was a valid and subsisting lease.

That rent and covenants had been paid and performed up to day of last.

That parties of first, second, and third parts had power to assign.

For peaceable possession.

Freedom from incumbrances.

And further assurance.

Covenant by said Thomas Parker for payment of rent and performance of covenants.

Executed by all parties,
and attested.

1856,
December 9th.

Probate copy will of said Thomas Parker, whereby (*inter alia*) said testator gave and bequeathed

To his niece, Maria Watson, an annuity of £100 during her life,

And to his (testator's) sister, Clara Parker, an annuity of £100 during her life.

And testator charged all his leasehold houses and property in Augusta Square with payment of said annuities.

And, subject to payment of said annuities thereby given, said testator bequeathed—

All his said leasehold estates, messuages, and hereditaments, and all the residue of his personal estate and effects, unto his son, Matthew Parker, absolutely during all testator's term and interest therein at the time of his death.

And said testator appointed his said son, Matthew Parker, sole executor of his said will.

Signed by said Thomas Parker, and
attested by two witnesses.

Said Thomas Parker died.

1856,
December 27th

Said will of said Thomas Parker proved by said Matthew Parker in Prerogative Court of Canterbury.

1857,
February 8th.

Probate copy will of said Matthew Parker, whereby said testator gave and bequeathed—

1864,
April 24th.

All his leasehold estates and property, and all other his personal estate and effects whatsoever, unto his sister, Martha Harton (the wife of Jacob Harton, of, &c.), for her sole and separate use, benefit, and disposal, and her receipts alone to be sufficient discharges for same.

And testator revoked all former wills and appointed his said sister, Martha Harton, sole executrix of his said will.

Said Matthew Parker died.

1868,
November 17th

Said will of said Matthew Parker proved by said Martha Harton in Her Majesty's Court of Probate at Principal Registry.

1869,
May 1st.

The title of the lessor, Arthur Latimer, not to be required to be shown.

No. 17.

FREEHOLD TITLE.—Abstract of the Title of Mr. Frederick Parkes and others to a messuage, farm, and Freehold estate, called Morton's, situate in the parish of N—, in the county of S—.

1780,
March 24th.

By indenture of lease of this date, made between John Watson, of , in the county of , of the one part, and Robert Parkes, of of the other part,

It is witnessed that in consideration of the natural love and affection which the said John Watson had for his grandson, the said Robert Parkes, the said John Watson did grant and demise to the said Robert Parkes, his executors, administrators, and assigns—

All that messuage, farm, and lands commonly called or known by the name of Mortons.

[*Set out parcels*].

To hold same unto said Robert Parkes, his executors, administrators, and assigns, from the day next before the day of the date of abstracting indenture for the term of 999 years thence next ensuing,

Yielding and paying yearly and every year during the said term unto the said John Watson, his heirs, or assigns, the yearly rent of £5, by equal half-yearly payments on the 29th day of September and 25th day of March.

Covenants by said Robert Parkes:

For payment of said rent and all taxes, &c.

For due cultivation of said farm.

Executed by said John Watson,
and attested.

1830,
June 18th.

By indenture of this date made between Edward Parkes, of , in the county of , of the one part, and Charles Taylor, of , in the county of , of the other part,

After reciting said abstracted lease of 24th March, 1780;

And reciting that under and by virtue of divers mesne assignments, and other acts in law, said messuage, farm, and estate comprised in said abstracted lease, had become vested in said Edward Parkes during residue of said term of 999 years;

And reciting that it was not known who was then entitled to the reversion of the said messuage, farm, and lands;

And reciting that with a view to acquire the freehold and inheritance of and in the said messuage, farm and hereditaments comprised in said recited indenture of lease by an indenture of feoffment, then already prepared and engrossed, and intended to bear date the day next after the day of the date of the now abstracting indenture, and to be made between the said Edward Parkes of the first part, Thomas Chard of the second part, and A. B. of the third part, and on which livery of seizin was intended to be given and endorsed, the said Edward Parkes did intend to grant and enfeof unto the said Thomas Chard and his heirs the same messuage, farm, and estate comprised in and granted and demised by the said reindented indenture of lease of the 24th day of March, 1780, with the appurtenances, by the modern description of all that, &c., to hold the same unto the said Thomas Chard and his heirs, To the uses and in manner thereafter mentioned;

And that with a view to strengthen the title to the said hereditaments and premises, the said Edward Parkes, by the same indenture of feoffment, did intend to covenant to levy a fine sur conuzance de droit come ceo, &c. with proclamations of the said messuage, hereditaments and premises;

And that it was by the said indenture of feoffment intended to be declared that the said feoffment and fine should enure to such uses and upon such trusts as the said Edward Parkes by any deed or deeds, with or without power of revocation and new appointment, should appoint; And in default of and until and subject to such

appointment, to the use of the said Edward Parkes, his heirs and assigns for ever;

And reciting that the said Edward Parkes was desirous that previously to the execution of the said indenture of feoffment, the said messuage, hereditaments and premises comprised in the said abstracted indenture of lease of 24th March, 1780, should be assigned to a trustee for the remainder of the said term of 999 years upon the trusts thereafter declared concerning the same :

It was by abstracting indenture witnessed, that in pursuance of said desire, and in consideration of 10s. to said Edward Parkes paid by said Charles Taylor at or before, &c., the receipt, &c., said Edward Parkes did grant, bargain, sell, and assign unto said Charles Taylor, his executors, administrators and assigns—

The said messuage, lands and hereditaments, and all other the premises comprised in and demised by the thereinbefore recited indenture of lease of 24th March, 1780, with the appurtenances and all the estate, &c.

To hold same unto said Charles Taylor, his executors, administrators and assigns, during all residue then to come of said term of 999 years,

In trust for said Edward Parkes, his executors, administrators and assigns, until said then intended indenture of feoffment should be duly executed and perfected. And immediately after the execution and perfecting of the same indenture of feoffment,

In trust for said Edward Parkes, his heirs, appointees and assigns, and from time to time to assign and dispose of the same term as he or they should direct or appoint. And in the meantime,

In trust to permit the said term to attend and wait upon the freehold and inheritance which should be acquired of the said messuage, lands, hereditaments, and premises, by or by means of the said intended indenture of feoffment and fine,

and to protect the same from all mesne incumbrances (if any such there should be).

Executed by said Edward Parkes and Charles Taylor, and attested.

Indenture of feoffment of this date made between said Edward Parkes, of first part, Thomas Chard, of second part, and A. B., of third part, 1830, June 19th.

Reciting that said Edward Parkes was desirous of making a feoffment and levying a fine of the messuage and other hereditaments thereafter described, and intended to be thereby granted and enfeoffed with the appurtenances to the uses thereafter declared concerning the same,

It is by the indenture now abstracting witnessed, that in consideration of the sum of ten shillings of lawful monies, &c., by said Thomas Chard to said Edward Parkes paid at or before, &c., the receipt, &c., said Edward Parkes did give, grant, enfeoff and confirm unto said Thomas Chard and his heirs,

All that messuage, &c. (premises comprised in said abstracted lease of 24th March, 1780).

And reversion, &c.

And all estate, &c.

To hold same hereditaments and premises with their appurtenances unto said Thomas Chard and his heirs,

To the uses and upon the trusts, and with, under, and subject to the power thereafter declared concerning same.

And for further assuring to the uses and in manner thereafter mentioned said messuage, lands and hereditaments thereby granted and enfeoffed or intended so to be, and for corroborating, strengthening, and confirming the title thereto, said Edward Parkes did covenant with said Thomas Chard and his heirs that said Edward Parkes would in or as of then present Trinity Term levy unto said Thomas Chard and his heirs one or more fine or fines sur conuzance de droit come ceo, &c. of said messuage, lands and premises.

Declaration that said grant and enfeoffment therein-
before contained, and said fine, &c., should operate and
enure,

To such uses and upon such trusts, &c. as said
Edward Parkes should by any deed, &c. appoint,
and in default of such appointment, to use of
said Edward Parkes, his heirs and assigns, for
ever.

Executed by said Edward Parkes and
Thomas Chard, and attested.

Livery of seizin endorsed on last abstracted in-
denture.

Trinity Term,
11th Geo. 4th.

Chirograph indentures of fine between Thomas Chard,
plaintiff, and Edward Parkes, deforceant, of—

Two messuages, two stables, two barns, two gardens,
two orchards, two hundred acres of land, one
hundred acres of meadow, one hundred acres of
pasture, with the appurtenances, in the parish of
N—.

Delivered with proclamations.

1838, Probate copy will of said Edward Parkes, whereby
January 29th. said testator gave, and devised, and appointed—

All his freehold messuages, lands, and heredita-
ments, and all his real estates,

unto his three sons, Frederick Parkes, Jeremiah Parkes,
and Rowland Parkes, their heirs and assigns for ever, in
equal shares as tenants in common and not as joint
tenants.

And testator appointed his eldest son, Frederick
Parkes, executor of his said will.

Signed by said Edward Parkes,
and attested by three witnesses.

1839,
October 4th.

Said Edward Parkes died.

1839,
December 10th

Said will proved by said Frederick Parkes in Con-
sistory Court of Bishop of

AS TO ONE-THIRD OF JEREMIAH PARKES.

Indentures of lease and release between said Jeremiah Parkes, of first part, Charlotte Benson, of, &c., spinster, of second part, and Thomas Thorpe, of, &c., of third part,

1840,
June 27th
& 28th.

Reciting said abstracted will of said Edward Parkes,

And reciting that marriage then intended between said Jeremiah Parkes and Charlotte Benson,

And agreement that said one-third of said Jeremiah Parkes should be conveyed and settled to uses, &c. thereafter expressed,

It was by abstracting indenture of release witnessed, that in consideration of said intended marriage, and of ten shillings paid to him by said Thomas Thorpe, said Jeremiah Parkes, with approbation of said Charlotte Benson (testified, &c.), did grant, release and confirm unto said Thomas Thorpe (in his actual possession then being, &c.) and his heirs—

All that the one undivided third part or share (the whole into three equal parts or shares being considered as divided) of him, said Jeremiah Parkes, of and in

All that messuage, tenement or farm-house, &c.
[Set out parcels.]

To hold same one-third part and premises unto said Thomas Thorpe and his heirs,

To uses thereafter expressed and limited (*i.e.*) to use of said Jeremiah Parkes and his heirs until solemnization of said then intended marriage; and after solemnization thereof,

To use of said Jeremiah Parkes and his assigns during his life remainder

To use of said Charlotte Benson and her assigns during her life remainder

To use of the issue of the body of said Jeremiah Parkes by said Charlotte Benson, in equal shares; and in default of such issue,

To the use of said Jeremiah Parkes, his heirs and assigns for ever.

Executed by said Jeremiah Parkes and Charlotte Benson, and attested.

1840, Said marriage solemnized between said Jeremiah
June 29th. Parkes and Charlotte Benson at parish church of .

The issue of said marriage were—

Rupert Parkes, born 28th August, 1841.

James Parkes, born 7th September, 1843.

Francis Parkes, born 18th March, 1845.

AS TO ONE-THIRD OF ROWLAND PARKES.

1848, Probate copy will of said Rowland Parkes, whereby
January 17th. said testator gave and devised—

All his messuages, lands and freehold estates, and
shares of real estates whatsoever,
unto his brother, Jeremiah Parkes, and his children, in
equal shares.

And he appointed his brother, Jeremiah Parkes, sole
executor of his said will.

Signed by said Rowland Parkes,
and attested by two witnesses.

1849, Said Rowland Parkes died a bachelor.
May 4th.

1849, His said will proved by said Jeremiah Parkes in Con-
June 23rd. sistorial Court of Bishop of .

1860, Probate copy will of said Jeremiah Parkes, whereby
April 27th. testator gave and devised—

All his freehold and real estates whatsoever and
wheresoever, and all his personal estate,
unto his wife Charlotte Parkes, her heirs, executors,
administrators, and assigns, for ever, for her own use,
and appointed her sole executrix of his will.

Signed by testator,
and attested by two witnesses.

1868, Said Jeremiah Parkes died.
October 30th.

1869, His will proved by said Charlotte Parkes in Her
January 4th. Majesty's Court of Probate, District Registry of .

Frederick Parkes,
Charlotte Parkes,
Rupert Parkes,
James Parkes,
Francis Parkes, } are all living.

No. 18.

COPYHOLD.—Entail—Entail barred—Enfranchisement
—Freehold.

Abstract of the Title of Caleb Morton, Esq., to a
Freehold estate (late Customary), called Brandon
Place, situate in the manor and parish of B—,
in the county of S—.

Manor of B—, in the {
county of S—.

At a General Court Baron, then held for said manor,
the homage presented that on the 29th day of March
then last, Robert Drake, Esq., did surrender into the
hands of the lady of the said manor by the rod, by the
hands and acceptance of John White, Esq., steward,
according to the custom of said manor,

1820,
June 17th.

All that customary messuage, tenement or mansion-
house, called Brandon Place, &c. [*set out the
parcels fully*].

To use of Sir Hubert Raymond, of , in the county
of , Baronet, his heirs and assigns for ever,

Whereupon came said Sir Hubert Raymond and
prayed to be admitted tenant to said premises,

To whom the lady of said manor granted seizin
thereof by the rod,

To hold same with the appurtenances unto said
Sir Hubert Raymond, his heirs and assigns, for
ever, by the rod at the will of the lady of said
manor, according to the custom of said manor, &c.

Same Court. Said Sir Hubert Raymond surrendered
all his messuages, lands and tenements holden of said
manor,

To the use of his will.

Probate copy will of said Sir Hubert Raymond,
whereby, after directing all his debts and funeral and
testamentary expenses to be paid by his executor out of
his personal estate, said testator gave and devised

1840,
November 3rd

All his freehold and all his copyhold or customary

mansion-houses, messuages, tenements, lands and hereditaments, situate or arising in the parish and manor of B , in the county of S ,

To the use of his (testator's) son, Roland Raymond, and his assigns, during his life, and after his decease

"Son" word
of Purchase.

To the use of the first son of the body of said testator's son, Roland Raymond, and the heirs male of the body of such first son lawfully issuing, with divers remainders over as in said will expressed.

Signed by said testator, and
attested by three witnesses.

1842,
May 31st.

Said Sir Hubert Raymond died.

1842,
July 9th.

Said will proved by said Sir Roland Raymond in Prerogative Court of Archbishop of York.

1842,
September 3rd.

At a Special Court held in and for said manor, the homage presented the death of said Sir Hubert Raymond, a customary tenant of said manor, and his said abstracted will, and that Sir Roland Raymond (the son of said Sir Hubert Raymond) prayed to be admitted tenant during his life to

All said copyhold or customary messuages, lands and hereditaments holden by said testator of said manor;

To which said Sir Roland Raymond, the lady of said manor granted seizin thereof by the rod,

To hold same to said Sir Roland Raymond during his life, according to tenor of said will, subject to yearly rent of 80s., fealty, suit of court, &c.

And he gave to the lady for a fine, &c. and was admitted tenant accordingly.

Manor of }
B——. }

1856,
April 24th.

The Special Court Baron and Customary Court of Samuel Wilson, Esq., lord of said manor, holden in and for said manor on the 24th day of April, 1856, before Robert Moore, steward there.

At this Court the homage presented and found that Henry Charles Raymond, Esq., the eldest son and heir apparent of Sir Roland Raymond, of , in the county

of , Baronet, appeared and prayed to be admitted to a customary estate in tail male expectant on the decease of said Sir Roland Raymond, under and by virtue of the limitations contained in the will of Sir Hubert Raymond, late of , Baronet, bearing date the 3rd day of November, 1840, to

All that customary messuage, &c. [*Same description of parcels as in abstracted surrender and admission of 17th June, 1820.*]

To which said hereditaments said Sir Roland Raymond was admitted for his life by virtue of said will at said Court held for said manor on 3rd September, 1842.

To which said Henry Charles Raymond, the lord of said manor, by his steward, granted seizin thereof by the rod,

To hold the said messuage, lands and premises, with the appurtenances, unto said Henry Charles Raymond, and the heirs male of his body, in remainder, and to take effect in possession on the decease of said Sir Roland Raymond, to be holden of the lord by copy of court roll at the will of the lord according to the custom of said manor, by fealty, suit of court, and the ancient annual rent or rents and other duties and services therefore due and of right accustomed, and so (saving the rights of the lord) the said Henry Charles Raymond was admitted tenant thereof in manner and form aforesaid. But the said Henry Charles Raymond paid no fine on such his admission, the same having been granted for the further assurance of title, and his fealty was respited.

And afterwards, at the same Court, came said Henry Charles Raymond, and also said Sir Roland Raymond, and said Henry Charles Raymond, for the purpose of barring and extinguishing the estate in tail male in remainder of and in said hereditaments and premises to which he was so entitled as aforesaid, and all remainders and reversions, estates, rights and interests expectant thereupon, or in defeazance thereof, and of vesting the same premises in him said Henry Charles Raymond and his heirs absolutely in remainder, expectant on the decease of said Sir Roland Raymond, and with the consent of said Sir Roland Raymond, signified openly in Court im-

mediately previous to the acceptance of the now abstracting surrender (in compliance with the direction in that behalf contained in an Act of Parliament passed in the third and fourth years of the reign of his late Majesty King William IV., for the abolition of fines and recoveries, and for the substitution of more simple modes of assurance), did in open Court surrender into the hands of the lord of said manor, by the hands and acceptance of said steward by the rod, according to the custom of said manor,

All and singular the said customary messuage, lands, hereditaments and premises thereinbefore described, and to which the said Henry Charles Raymond had been admitted tenant in remainder as aforesaid, with the appurtenances to same premises belonging or appertaining,

And all remainders, reversions, rents, issues and profits thereof,

And all the estate, right, title, benefit, power, claim and demand whatsoever of said Henry Charles Raymond in, to or out of the premises and every part thereof,

To the use of him said Henry Charles Raymond, his heirs and assigns for ever as aforesaid, according to the custom of said manor, freed and acquitted from the estate in tail male of said Henry Charles Raymond, and all remainders and reversions expectant thereon, or in defeazance thereof.

To which said Henry Charles Raymond upon his prayer, the lord of said manor, by said steward, granted seizin of said hereditaments and premises by the rod,

To have and to hold all and singular the said hereditaments and premises, with their appurtenances, unto said Henry Charles Raymond and his heirs in remainder, and to take effect in possession on the decease of said Sir Roland Raymond,

To be holden of the lord by copy of court roll at the will of the lord according to the custom of said manor, by fealty, suit of court, and the ancient annual rent or rents and other duties and services therefore due and of right accustomed,

And so (saving the right of the lord) the said Henry Charles Raymond was admitted tenant thereof in manner and form last aforesaid, and paid to the lord on such his admittance a fine as in margin, and his fealty is respited.

Fine £ .

Said Sir Roland Raymond died.

1858,
August 9th.

At a General Court Baron held in and for said manor, came said Sir Henry Charles Raymond, Baronet, and in consideration of £5,000 to him paid by Alfred Rochfield, Esquire, did surrender into the hands of the lord of said manor by the rod and by the hands and acceptance of the steward—

1858,
October 27th.

All the before described copyhold or customary messuage, tenements, lands and hereditaments by a similar description as in last abstracted surrender,

To the use of said Alfred Rochfield, his heirs and assigns for ever, according to custom of said manor.

And said Sir Henry Charles Raymond delivered to the steward there a note in writing signed by him, certifying that said surrender was upon an absolute sale of said customary hereditaments so surrendered for the sum of £5,000.

And at same Court came said Alfred Rochfield and prayed to be admitted tenant to said customary hereditaments,

To which said Alfred Rochfield, the lord of said manor, granted seizin of said customary messuage, lands and hereditaments,

To hold same unto said Alfred Rochfield, his heirs and assigns for ever, by copy of court roll at the will of the lord of said manor and according to custom of said manor, by fealty, suit of court, and the ancient annual rent and other duties and services therefore due and of right accustomed.

And so (saving the right of the lord) said Alfred Rochfield was admitted tenant thereof in manner and form aforesaid, and paid to the lord on such admittance a fine as in margin, and his fealty was respited.

Fine £ .

1859,
January 29th. Deed poll under the hands and official seal of the Copyhold Commissioners.

Reciting that Samuel Wilson, of, &c., Esquire, was lord of the manor of B—, in the county of S—;

And reciting said abstracted admission of said Alfred Rochfield;

And reciting that said Alfred Rochfield had required the enfranchisement of the said lands, having tendered such price as would have been payable in the event of an admittance thereto subsequent to the 1st July, 1853, and also two-thirds of such sum as the steward would have been entitled to for fees in respect of such admittance;

And reciting that said Samuel Wilson (the lord of said manor) had consented in writing to the enfranchisement extending to the rights reserved by the Copyhold Act, 1852, section 48;

And reciting that the amount to be paid for such enfranchisement had been ascertained, under the provisions of the Copyhold Acts, to be the sum of £509;

And reciting that the sum of £509 had been duly paid by said Alfred Rochfield to said Samuel Wilson, and that the receipt for such sum had been produced to said Commissioners;

And reciting that all other acts and matters required by said Acts and necessary for the confirmation of now-abstracting award of enfranchisement had been duly done and performed,

The Copyhold Commissioners, in pursuance of the powers vested in them by the Copyhold Acts, did by the now-abstracting award of enfranchisement enfranchise unto said Alfred Rochfield, his heirs and assigns,

All the lands and hereditaments to which said Alfred Rochfield was so admitted tenant as aforesaid, and which were described in the schedules thereto, with their appurtenances,

Together with all the rights reserved by the Copyhold Act, 1852, section 48,

To hold said lands and hereditaments unto and to use of said Alfred Rochfield, his heirs and assigns, as freehold thenceforth and for ever, discharged from all

finer, heriots, reliefs, quit rents and all other incidents whatsoever of copyhold or customary tenure.

The Schedule, &c.

Signed by two Commissioners and
official seal affixed.

Receipt for £509, signed by said Samuel Wilson, 1859,
annexed. January 29th.

By indenture of this date made between said Alfred Rochfield, of first part, Caleb Morton, of , Esq., 1864,
of second part, and Robert Cheston, of, &c. of third part, June 24th.

It is witnessed that in consideration of sum of £5,700 to said Alfred Rochfield paid by said Caleb Morton at or before execution of existing indenture, the receipt, &c., said Alfred Rochfield did grant and convey to said Caleb Morton and his heirs,

All said messuage, lands, tenements and hereditaments before described by a similar description as in said abstracted award of enfranchisement,

To hold same unto said Caleb Morton and his heirs, to uses following (that is to say):—

To use of said Robert Cheston and his executors and administrators during the life of said Caleb Morton,

In trust for said Caleb Morton and his assigns during his life, and from and after decease of said Caleb Morton,

To use of the heirs and assigns of said Caleb Morton for ever.

Covenants by said Alfred Rochfield—

That he was lawfully seized,
Had power to convey,
For peaceable possession, and
For further assurance.

Executed by said Alfred Rochfield,
and attested.

Receipt for £5,700 endorsed, signed
by said Alfred Rochfield, and
witnessed.

No. 19.

COPYHOLD.—Equitable estate tail barred. Power to
Executors to sell.

Abstract of the Title of Mr. Robert Jason and
another, as trustees and executors of the will of
Mr. James Hadley, to two Copyhold messuages
and twenty-four acres of customary land, situate
at _____, in the parish of A—, in the county
of B—, held of the manor of D—.

Manor of D—, }
in the county of B—. }

1812,
September 7th.

At a Court held this day, the Homage, upon their
oaths, presented the death of Richard Phillips, late a
customary tenant of the manor, and that he, by Roll of
Court held the 23rd of October, 1802, was seized to
him and his heirs of

Two copyhold or customary messuages or tene-
ments, with their appurtenances, and six closes
or parcels of customary land adjoining thereto,
containing altogether, by estimation, twenty-
four acres, situate, lying, and being near the
Hall of A—, in the parish of A—, within
the said manor, formerly the estate of John
Brooks, Esq., and held of the said manor by the
annual rent of four shillings.

And that Christopher Phillips, of _____, gentleman,
was the only brother and customary heir of said Richard
Phillips, deceased; whereupon said Christopher Phillips
appeared in person and craved to be admitted tenant
of said hereditaments. And the lord, by his steward,

granted and delivered seizin to him by the rod of same premises.

To hold same premises unto said Christopher Phillips, his heirs and assigns, for ever, at the will of the lord, according to custom, &c.

Surrender by said Christopher Phillips and Martha, his wife, of

1834,
May 27th.

All said premises,

And reversion, &c., and all estate, &c.

To use of Jonathan Parker, of , and his heirs and assigns for ever.

Upon condition that if said Christopher Phillips, his heirs, executors, administrators, or assigns, should pay to said Jonathan Parker his executors, administrators, or assigns, the sum of £500, with lawful interest for same, on or before the 27th May, 1835, the said surrender to be void, or else to remain in full force and virtue.

Presentment by Homage of an instrument, endorsed upon last abstracted conditional surrender, authorizing steward of said manor to enter satisfaction acknowledged upon court rolls of same manor of said principal sum of £500, and all interest, which instrument was under the hand of Mary Parker (therein described as the daughter and executrix of will of said Jonathan Parker), and dated 8th January, 1842.

1842,
January 9th.

Presentment of surrender, dated 6th October, 1850, by said Christopher Phillips, of

1850,
November 24th

All his copyhold or customary messuages, lands, and hereditaments, held of said manor,

To use of his will.

Probate copy will of said Christopher Phillips, whereby (*inter alia*) said testator gave and devised

1853,
March 14th.

All his copyhold messuages, lands, and property, held of said manor of D—, in said county of B—, unto and to use of his friend, Benjamin Travis, of , his heirs and assigns, for ever, upon following trusts (that is to say) :—

In trust for Martha Phillips (the wife of said testator) and her assigns during her life remainder

In trust for the testator's three children, Peter Phillips, Charles Phillips, and Ada Phillips, and the heirs of their respective bodies lawfully issuing, with cross remainders between or among them . . . remainder

In trust for Edward Phillips (the brother of said testator) and the heirs of his body lawfully issuing. . . remainder

In trust for testator's right heirs.

Signed by said Christopher Phillips,
and attested by two witnesses.

1856,
February 4th.

Said Christopher Phillips died.

1856,
April 23rd.

Said will proved by said Martha Phillips (the executrix) in Consistory Court of Bishop of L—.

1857,
June 19th.

Said Ada Phillips died an infant, aged nineteen, and unmarried.

1856,
July 1st.

Admission of said Benjamin Travis.

At a Court held this day, the Homage presented that at a General Court, held 23rd April, 1856, the Homage presented that said Christopher Phillips, late a customary tenant of said manor, who, whilst he lived, held by copy of court roll by the yearly rent of 4s.

All, &c. [*Parcels, as in admission of 1812.*]

To which he was admitted at a Court held 7th September, 1812, had, since the last Court, died thereof seized. But who was entitled to said premises the Homage knew not.

Whereupon, at that and the following Court, proclamations were made for the customary heir of said Christopher Phillips, or other person or persons entitled to said premises, to come into Court and be admitted tenant or tenants thereof, or else the same would be seized into the hands of the lord of the manor for want of a tenant; but no one came.

Presentment by the Homage of the will of said testator, Christopher Phillips, dated 14th March, 1853, whereby he gave and devised to said Benjamin Travis and his heirs,

All his (testator's) customary estates, held of said manor,

To hold to said Benjamin Travis and his heirs upon certain trusts in said will expressed.

Which said will was duly proved in Consistory Court of the Bishop of L——, on the 23rd day of April, 1856.

And the said Benjamin Travis having appeared and craved admission and seizin of said premises, the same was granted and delivered to him by the lord of said manor, by the hands of the steward, by the rod.

To hold such copyhold premises, with appurtenances, to said Benjamin Travis, his heirs and assigns, for ever, pursuant to and upon the trusts thereof declared by said will of said Christopher Phillips.

At the will, &c., according to the custom, &c., at a quit rent of 4s.

And by suit and service.

Signed by steward.

Said Charles Phillips died an infant, aged fifteen years, and unmarried.

1858,
October 19th.

DISENTAIL.

Indenture of this date made between said Peter Phillips, of first part, said Martha Phillips (widow), of second part, and James Brand, of , of third part,

1858,
Nov. 23rd.

Reciting said abstracted admission of 7th September, 1812,

And reciting said will of said Christopher Phillips, and his death and proof of will,

And reciting said abstracted admission of 1st July, 1856,

And reciting deaths of said Ada Phillips and Charles Phillips, both intestate, infants and unmarried,

And reciting that said Peter Phillips, with the consent and concurrence of said Martha Phillips (as protector of the settlement created by said recited will of said Christopher Phillips), was desirous of barring his equitable estate tail, created by said will, in the said copyhold hereditaments, and all reversions and remainders expectant or dependent thereupon, and all estates, rights, powers, and interests to take effect after the determination or in defeasance thereof, and to acquire the fee of said copyhold premises, according to custom

of said manor (subject to life interest of said Martha Phillips therein),

It is by abstracting indenture witnessed that, for effectuating said desire, said Peter Phillips, with the consent and concurrence of said Martha Phillips (testified by her execution of abstracting indenture), did grant and convey to said John Brand and his heirs—

All and singular said copyhold or customary messuages, closes, pieces or parcels of land, and hereditaments devised by said will of said Christopher Phillips, and to which he was admitted tenant at the said Court, held on the said 7th day of September, 1812, as aforesaid, with the appurtenances,

And all estate, &c.

To hold same premises (subject and without prejudice to life estate of said Martha Phillips therein) unto said John Brand and his heirs,

To use of said Peter Phillips, his heirs and assigns, for ever, to be held by copy of court roll, according to custom of said manor (freed and discharged from said equitable estate tail in remainder of said Peter Phillips, and from all reversions and remainders, expectant or dependent thereupon, and all estates, rights, interests, and powers to take effect after the determination or in defeasance of such estate tail).

Executed by all said parties,
and attested.

1869,
March 27th.

Said Martha Phillips died.

1869,
August 15th.

Admission of James Hadley, of , upon the surrender of said Benjamin Travis and Peter Phillips, and Elizabeth his wife, (she being examined apart, &c.,) in consideration of £2,400, as tenant to

All those the said copyhold or customary messuages and lands hereinbefore described, formerly the estate of Richard Phillips (by similar description as before), to all which premises said Benjamin Travis was admitted tenant at said Court held on 1st July, 1856,

To hold said premises, with the appurtenances, unto

said James Hadley, his heirs and assigns, for ever, according to custom of said manor, at rent, &c.

Signed by steward.

Probate copy will of said James Hadley, whereby, after directing payment of his just debts and funeral and testamentary expenses by his executors thereinafter named, he appointed Robert Jason, of _____, and Samuel Ring, executors and trustees of his will. 1870, November 27th

Said testator authorized and empowered the said Robert Jason and Samuel Ring, or the survivor of them, or the executors or administrators of such survivor, as soon as conveniently might be after testator's death, to sell and dispose of all his copyhold or customary estates and hereditaments, situate in and held of the manor of D—, in the county of B—, either together or in lots, and either by public auction or private contract, and subject to such restrictive conditions as they or he should think proper. And the said testator willed that the nett moneys to be raised by sale of the said premises should be taken as part of and go along with the residue of his personal estate, according as the same was thereinafter disposed of.

And the said testator willed that the receipt or receipts in writing of said Robert Jason and Samuel Ring, or the survivor of them, or the executors or administrators of such survivor, should from time to time be a sufficient discharge to the purchaser or purchasers of said copyhold premises, who should not be answerable for or chargeable with any non-application or misapplication of such moneys, or any part thereof, or be concerned to make any inquiry as to the propriety of such sale or sales.

Signed by said James Hadley,
and attested by two witnesses.

Said James Hadley died.

1872,
April 17th.

Will of said James Hadley proved by said Robert Jason and Samuel Ring in Her Majesty's Court of Probate at Principal Registry.

1872,
May 3rd.

The trustees and executors of the will of Mr. James Hadley have agreed to sell the copyhold estate, comprised in admission of 1812, to Mr. N——.

No. 20.

LEASEHOLDS FOR YEARS.—Abstract of the Title of Arthur Thomas Dornton, Esquire, to four Leasehold messuages, situate and being Nos. 5, 6, 7 and 8 in R—— Square, in the parish of St. , in the county of Middlesex.

1840,
Sept. 29th.

By indenture of lease of this date, made between Charles Thompson, of, &c., builder, of the one part, and Heinrich von Kohn, , of, &c., of the other part,

It is witnessed that in consideration of the expense, costs and charges which he the said Heinrich von Kohn had been at in erecting the messuages or tenements, erections and buildings thereafter described, and also for and in consideration of the yearly rent thereafter contained, and on the part and behalf of the said Heinrich von Kohn, his executors, administrators, and assigns, to be paid, kept, done and performed, he the said Charles Thompson did demise and lease unto the said Heinrich von Kohn, his executors, administrators and assigns,

All that piece or parcel of ground situate, lying and being in a new square intended to be called R—— Square, in the parish of St. , in the county of Middlesex, fronting [*set out parcels fully*],

To hold the same premises to said Heinrich von Kohn from the 25th day of March, 1840, for 98 years and one-half of another year, wanting 21 days,

At the yearly rent of £40, payable quarterly.

Covenants by said Heinrich von Kohn :

To pay said yearly rent.

To pay land tax, and all other rates and taxes.

To repair.

To deliver up premises at end of term, with all fixtures.

To pay proportion for repairing party walls and sewers, &c.

Not to carry on trade or business of, &c. [*set out restricted trades*], without the licence and consent in writing of said Charles Thompson, his executors, administrators or assigns.

To permit said Charles Thompson and the superior landlord or landlords, &c. to enter and view state of repair, and to repair on notice.

To insure in full value of premises, and to lay out insurance money in rebuilding premises.

Covenants by said Charles Thompson :

For quiet enjoyment by lessee.

And to indemnify said Heinrich von Kohn from the payment of the rents and performance of clauses and agreements reserved and contained by and in the original indenture of lease dated the 25th day of March, 1840, made between, &c., under which the said Charles Thompson then held the said ground and premises, with other ground and messuages ; and to produce the said original lease.

N.B.—The lease abstracted appears to be an under lease, and the property (with other property) appears to be subject to a superior rent, &c. and to the lessee's covenants in the original lease.

Executed by said Charles Thompson,
and attested.

Registered in Middlesex, B. , No. .

1840,
Sept. 30th.

By indenture of this date made between said Heinrich von Kohn, of the one part, and Richard Thomas Dorn-ton, of , in the county of , Esquire, of the other part,

1862,
Sept. 24th.

After reciting the before abstracted indenture of lease, and reciting that said R. T. Dornton had contracted and agreed with said Heinrich von Kohn for the absolute purchase of the said four messuages and ground comprised in said lease for the residue of said term for the sum of £2,000,

It is witnessed that in consideration of £2,000 paid by said R. T. Dornton to said Heinrich von Kohn at or before the execution, &c., the receipt, &c., said Heinrich von Kohn did grant, assign, and confirm unto said

Richard Thomas Dornton, his executors, administrators, and assigns,

The said piece of ground, four messuages or tenements, and premises comprised in and demised by said abstracted indenture of lease of the 29th day of September, 1840, which four messuages were then in the occupation of A, B, C, and D, and were known as Nos. 5, 6, 7, and 8, in R—Square aforesaid,

With the fixtures and appurtenances,

To hold the same premises unto said R. T. Dornton, his executors, administrators, and assigns thenceforth during all the residue then to come of the said term of 98 years and one-half of another year (wanting 21 days) created by said abstracted indenture of lease,

Subject (as from the date of abstracting indenture) to the payment of the rent and performance of the covenants reserved and contained by and in said abstracted lease.

Covenants by said Heinrich von Kohn :

That said lease was good and subsisting.

That the rent and covenants had been paid and performed.

That he had good right to assign.

For quiet enjoyment.

Free from incumbrances.

For further assurance.

Covenant by said R. T. Dornton for payment of rent and performance of covenants.

Executed by both parties and attested.

Receipt for £2,000 endorsed, signed by
Von Kohn, and witnessed.

Registered in Middlesex, 10th October, 1862, B. ,
No. .

1868,
May 4th.

Probate copy will of said Richard Thomas Dornton, whereby (*inter alia*) said testator gave and bequeathed to his daughter Maria Dornton an annuity of £100 during her life, to be paid quarterly.

And testator charged all his freehold and leasehold estates with the payment of said annuity.

And (subject to the payment of said annuity and to the payment of testator's debts and funeral and testamentary expenses) said testator gave, devised, and bequeathed—

All his freehold and leasehold messuages, lands, and estates, unto his son Arthur Thomas Dornton, his heirs, executors, and administrators absolutely.

And testator appointed said Arthur Thomas Dornton sole executor of his said will.

Signed by said testator in presence of two witnesses, and attested.

Said Richard Thomas Dornton died.

1870,
November 14th

Said will proved by said Arthur Thomas Dornton at Principal Registry of Her Majesty's Court of Probate.

1871,
March 4th.

By indenture of mortgage made between said Arthur Thomas Dornton (thereinafter called the mortgagor) of one part, and Charles Radford and Christopher Hensley (trustees of the Permanent Benefit Building Society, thereinafter called the mortgagees), of the other part,

1872,
October 19th.

After reciting said first abstracted indenture of lease, and that the mortgagor was possessed of the premises during the residue of the said term, and reciting that the mortgagor, being a member of the said society, had subscribed for shares in the said society, and had applied to the directors to advance him £400, which they had agreed to do, to be repaid by the monthly instalments of £ during the period of years, from day of , 1878, with interest in the meantime from the date of abstracting indenture up to said day of , 1878,

It was witnessed that in consideration of £400 to said mortgagor paid by said directors, the receipt, &c., the said mortgagor did demise unto said mortgagees

The said piece of ground, four messuages or tenements, and premises comprised in and demised by said abstracted indenture of lease of 29th September, 1840, with the appurtenances,

To hold same premises, together with all fixtures, unto said mortgagees for the residue of said term by said lease granted (except the last ten days thereof),

Upon trust to permit said mortgagor to receive the rents thereof so long as he should pay said interest and subscriptions.

Usual power to demise and sell in case of default.

Covenant by said mortgagor to pay said interest and subscriptions, and in the event of paying off said principal sum on or before said day of , 1878, to pay an additional sum of £ .

Covenant by said mortgagor to pay said monthly instalments after said day of , 1878.

To perform lessee's covenants in said lease.

That he had good right to demise.

For quiet enjoyment after default.

For further assurance.

Executed by said Arthur Thomas Dornton,
and attested.

Receipt for £500 endorsed, signed by
Dornton, and witnessed.

Registered in Middlesex, 23rd October, 1872, B. ,
No. .

Copy receipt endorsed on last abstracted mortgage.

We, the undersigned, the Trustees for the time being of the within-mentioned Permanent Benefit Building Society, do hereby acknowledge to have received of and from the within-named Arthur Thomas Dornton, his executors, administrators, or assigns, all monies intended to be secured by the within-written deed.

As witness our hands, this 4th day of March, 1873.

Witness,
A—— B——.

Charles Radford.
Christopher Hensley.

No. 21.

FREEHOLD TITLE.—Abstract of the Title of Charles Denne to Freehold Estate, called Holly House, in the parish of S—, in county of Middlesex.

Indentures of lease and appointment and release of these dates, the latter made between Thomas Rich, of 1834, Nov. 7th & 8th., and Ann his wife, of one part, and William Denne, of , of other part,

Reciting that under and by virtue of certain indentures of lease and release, dated 4th and 5th March, 1820, the release made between, &c. [*state parties*], the hereditaments thereinafter described were (with other hereditaments) conveyed To such uses and upon such trusts as said Thomas Rich and Ann his wife should by any deed or deeds jointly direct, limit and appoint, and in default of such appointment To use of said Ann Rich, her heirs and assigns,

And reciting contract for sale to said William Denne,

It is by abstracting indenture of appointment and release witnessed that in consideration of £5,000 paid by said W. Denne to said Rich and wife, the receipt, &c., said Thomas Rich and Ann his wife (in exercise and execution of said power and of every other power, &c.) did absolutely jointly direct, limit and appoint, and did each of them also grant, release and confirm unto said W. Denne and his heirs

All that messuage, &c., Holly House. [*Fully describe parcels.*]

Together, &c.

To hold said premises unto and

To the use of said William Denne, his heirs and assigns.

Covenants by said Thomas Rich for title.

Covenant to produce deeds of 1820.

Executed by said Rich and wife,
and attested.

Receipt for £5,000 endorsed,
signed and witnessed.

- 1834, Registered in Middlesex, Book , No. .
November 20th
- 1834, Deeds acknowledged by Ann Rich, under 3 & 4
November 24th Will. 4, c. 74.
- 1833, Said William Denne married Laura Mason at parish
June 9th. church of B——.
- 1870, Probate copy will of said William Denne, whereby
March 4th. said testator charged his mansion house, called Holly House, and land situate in the parish of S , county of Middlesex, with payment of an annuity of £200 to his wife Laura Denne during her life, and with payment of an annuity of £50 to testator's daughter Julia Denne during her life.
- "Heirs" word And subject thereto said testator devised said messuage
of Limitation. and land unto his youngest son Charles Denne and his heirs.
- Signed by said testator and attested
by two witnesses.
- 1875, Said William Denne died, leaving his wife Laura
May 4th. Denne and his eldest son Robert Denne and said Charles Denne and Julia Denne him surviving, who are all now living.
- 1875, Said will proved at Principal Registry of Court of
June 19th. Probate.

No. 22.

FREEHOLD.—Abstract of the Title of Mrs. Eleanor Crosby to Freehold Estate in parish of M——, county of D——.

- 1835, Indentures of lease and release, the latter between
November Robert Foster, of one part, and Isaac Crosby, of other
17th and 18th. part.
- It is witnessed that in consideration of £8,000 to said Robert Foster paid by said Isaac Crosby, the receipt, &c., said Robert Foster did grant, convey and release

to said Isaac Crosby (in his actual possession, &c.) and his heirs—

All that messuage farm, &c. [*Set out parcels fully.*]

Together with appurtenances, &c.

To hold said premises unto and

To the use of said Isaac Crosby, his heirs and assigns for ever.

Covenants by Robert Foster for title.

Executed by Robert Foster
and attested.

Receipt for £8,000 endorsed, signed
and witnessed.

By indenture of this date made between said Isaac Crosby, of first part, Eleanor Crosby (the wife of said Isaac Crosby), of second part, Peter Adams (the father of said Eleanor Crosby), of third part, and Joseph Morton, of fourth part,

1867,
Sept. 13th.

Reciting said abstracted indentures,

And reciting that said Isaac Crosby was desirous of making a provision for his wife said Eleanor Crosby and his children, and had agreed to make such conveyance and settlement of said freehold hereditaments as was thereafter contained,

And reciting that in order to induce said Isaac Crosby to make such conveyance and settlement of said premises said Peter Adams had agreed to advance and pay to said Isaac Crosby the sum of £500 on execution of abstracting indenture,

It is by abstracting indenture witnessed that for effectuating said desire of said Isaac Crosby, and in consideration of £500 sterling paid by said Peter Adams to said Isaac Crosby on or before execution of abstracting indenture, the receipt, &c., and also in consideration of the natural love and affection which said Isaac Crosby had and bore for his said wife and his children, said Isaac Crosby did grant, convey and confirm unto said Joseph Morton and his heirs—

All, &c. [*Fully set out the parcels.*]

Together, &c.

To hold said premises unto said Joseph Morton and his heirs,

To the uses, &c., thereafter expressed and declared (that is to say),

To such uses, upon such trusts, and to and for such intents and purposes, and with, under and subject to such powers, provisoes, directions and agreements, and in such manner and form in all respects as said Eleanor Crosby, notwithstanding her coverture, and whether covert or sole, should by any deed or deeds, writing or writings, with or without power of revocation and new appointment, to be by her signed, sealed and delivered in the presence of, and attested by, two or more credible witnesses, or by her last will or codicil, direct, limit, appoint or give or devise the same,

And in default of and in the meantime, and until such direction, limitation or appointment, gift or devise should be made, and so far as any such direction, &c. (if incomplete) should not extend,

To the use of said Joseph Morton, his heirs and assigns during the life of said Eleanor Crosby, upon trust to pay the rents and profits of said messuage, farm and premises unto, or permit the same to be received by, said Eleanor Crosby, or otherwise to permit and suffer her to have the use and occupation of said messuage, farm and premises for her sole, separate and exclusive use and benefit, free from the debts, control and interference of said Isaac Crosby, or of any future husband, and accordingly the receipt or receipts in writing of said Eleanor Crosby for any rents and profits which should be paid to her should, notwithstanding her coverture, be effectual acquittances and discharges for the same.

Declaration that after the death of said Eleanor Crosby (and subject and without prejudice to the uses, trusts, powers and limitations thereinbefore expressed, declared or contained of and concerning said premises thereby granted and conveyed, and to any appointment or disposition to be made by said Eleanor Crosby in exercise of such powers or either of them) said hereditaments and premises should remain and be

To such uses, &c. as said Isaac Crosby should by deed or will appoint,

With limitations (after death of survivor of Isaac Crosby and Eleanor Crosby and subject to appointments, &c.),

To use of children of said Isaac Crosby as tenants in

common in tail, with cross remainders in tail, ...

with remainder

To use of said Isaac Crosby, his heirs and assigns.

Proviso and declaration that it should not be lawful for said Isaac Morton during life of said Eleanor Crosby to interfere with said Eleanor Crosby in her occupation of said premises, but that it should not only be lawful for her to occupy the same, but to let the same premises or any part thereof to a tenant or tenants, and to receive the rents thereof, and to give receipts for the same in the same manner as if she were a feme sole. And that Isaac Morton, his heirs, executors, administrators or assigns should not be answerable for any of such rents and profits or any part thereof.

Executed by all parties and attested by
two witnesses.

Receipt for £500 endorsed, signed by
Isaac Crosby and witnessed.

By indenture of this date made between said Isaac Crosby, of one part, and Charles Carter, of, &c., of other part,

1868,
May 24th.

It is witnessed that in consideration of £2,000 to said Isaac Crosby paid by said Charles Carter, the receipt, &c., said Isaac Crosby did (in exercise and execution of all powers enabling him in that behalf) direct, limit and appoint, and also grant, convey and release to said Charles Carter and his heirs and assigns,

All said messuage, farm and premises, by a similar description as in abstracted indentures,

Together, &c. And all estate, &c.

To hold the same unto and

To the use of said Charles Carter, his heirs and assigns.

Proviso for redemption of said premises on payment by said Isaac Crosby, his appointees, heirs or assigns to said Charles Carter, his executors, administrators or

assigns of £2,000 with interest at £5 per cent. per annum on 24th November then next.

Usual mortgage covenants.

Power of sale.

Executed by said Isaac Crosby and
attested by two witnesses.

Receipt for £2,000 endorsed, signed
and witnessed.

1868, Adjudication in bankruptcy against said Isaac Crosby.
July 20th. —John Jones and Thomas Williams were chosen as-
signees of bankrupt's estate.

1870, Said Isaac Crosby died leaving six children, all of
October 19th. whom are living.

Mrs. Eleanor Crosby has contracted with Mr. A. B.
to sell the estate.

PART II.

OBSERVATIONS, REQUISITIONS, &c., ON THE FOREGOING ABSTRACTS.

ABSTRACT No. 1.

FREEHOLD TITLE.

GARFORD'S TITLE.

Observations on Title.

Some satisfactory evidence must be furnished that Percival Garford was seized in fee simple of the estate at the date of his will in 1820, and how he became seized. And it must be shown that from the time of the death of Percival Garford his daughter Maria had peaceable possession or received the rents of the estate up to her death. Have any leases (or agreements with tenants) been granted of the property? if so, they should be abstracted and produced.

On the death of Percival Garford in 1826, his daughter Maria became tenant in tail in possession of the estate in question.

It is stated in the abstract—

That Maria Garford married Robert Charlton, and that the only issue of this marriage was a son, Joseph Charlton, who died in 1844, an infant.

That Selina Garford married Charles Turner, and died in 1858, without having had issue, and that Charles Turner is living.

That Maria Charlton died in 1864, without leaving any issue, and that Robert Charlton is living.

On the death of Maria Charlton, her husband, Robert Charlton, became entitled to the estate during his life as tenant by the curtesy of England.

Charles Turner has no interest in the estate, his wife never having been in possession.

A careful search must be made at the Public Record Office, from the death of Percival Garford, for fines and recoveries by Maria Garford and Selina Garford (both before and since their marriages), and since 1833 for deeds of disentail by them, and it must be ascertained that neither of them barred her estate tail. Search should also be made at the Common Pleas Office in Lancaster Place, for deeds, acknowledged by either of them under the Fines and Recoveries Act; and search should also be made at the Public Record Office and at the Chancery Inrolment Office for deeds of disentail by Peter Garford and Robert Thomas Garford.

Assuming that it will be clearly ascertained that neither of the daughters of the testator, or either of the present vendors, have barred their estates tail, and the remainders over, Peter Garford and Robert Thomas Garford appear to be tenants in tail of moieties, subject to the life estate of Robert Charlton.

Peter Garford and Robert Thomas Garford must execute disentailing assurances of their moieties of the estate. Robert Charlton (as protector of the settlement created by the will) must concur in these assurances to consent, and to convey his life interest as tenant by the curtesy. These assurances must be inrolled in Chancery within six months; or the disentail may be effected in the conveyance to the purchaser; in which case the vendors should pay the expense of immediate enrolment.

A statutory declaration by some disinterested person well acquainted with the family as to the following facts, and identifying the parties, should be furnished (with certificates), viz. :—

Death or burial of Percival Garford.

Marriage and death of Maria Charlton.

Birth or baptism and death of Joseph Charlton,
an infant and without issue.

Marriage and death of Selina Turner.

Death of Catherine Garford.

And the several places and dates of the marriages, birth or baptism, and deaths or burials of the parties respectively should be stated.

That Maria Charlton and Selina Turner both died without having barred their estates tail.

That Maria Charlton had no other child than Joseph Charlton, and was only married once; and that Selina Turner died without having had any issue, and was only married once.

The certificates necessary to verify the above declaration should be produced and made exhibits thereto.

Receipts must be produced showing the payment of the annuity of £300 to Catherine Garford; and also a receipt from her personal representative for a proportionate part of the annuity up to the date of her death; and probate of her will, or letters of administration of her personal estate, should be produced; and the receipt for the succession duty which became payable on the death of Catherine Garford on the cesser of the annuity of £300 must be produced, and handed to the purchaser.

Application must be made to the Commissioners of Inland Revenue under the 41st section of the Succession Duty Act (16 & 17 Vict. c. 51) to commute and receive the succession duty presumptively to be paid by the vendors on the death of Robert Charlton. The duty must be paid by the vendors, and the receipt must be handed to the purchaser.

The 18th section of the act appears to exempt Robert Charlton from succession duty, by reference to the Legacy Duty Acts.

See General Observations and Requisitions from No. 5 to the conclusion of the General Observations and Requisitions. All these must be considered and attended to, so far as they are applicable to this title.

ABSTRACT No. 2.

FREEHOLD.

GOODWIN'S TITLE.

Requisitions and Observations.

1. Was Robert Charles Corbet married at the date of the indenture of 15th July, 1810? If so, is his wife or widow now living?

See General Observation, No. 2.

c.

2. Is John Thorburn, the trustee in the indenture of 2nd January, 1828, now living? If so, he must join in the conveyance to the purchaser, and convey according to his interest; or his death must be shown. See General Observation, No. 1.

3. Had Christopher Limond a wife at the date of indenture of 23rd June, 1864, who was married to him before 1834? If so, she must release her right to dower. See General Observation, No. 2.

4. Under the will of Robert Limond the legal estate in fee simple was devised to Charles Porter and Abraham Walton upon trust; these trustees, or the survivor (if living), or his legal personal representative, must concur in the conveyance to the purchaser. See General Observation, No. 1.

v. c. a. 81.5.61
by J. 30 C. A. 81
 5. The mortgage debt of £2,000 secured by the mortgage of 20th February, 1870, must be paid off out of the purchase-money; and the surviving mortgagee must join in the conveyance. [There is no declaration in the mortgage that the mortgagees were to be entitled to the mortgage debt and interest as joint tenants.] There is no survivorship in equity between mortgagees. The will of Thomas Bryan must be abstracted, and the probate or letters of administration of his effects must be produced; and his executors or administrators must concur in the conveyance to admit that they have no interest in the mortgage debt or to release.

6. Some evidence must be furnished showing that the descriptions of the property in the abstract include the lands comprised in the particular of sale and contract; this can be done by furnishing tracings from the tithe commutation map of the parish, and the old leases, &c., and by a statutory declaration by some person acquainted with the property.

7. How is the property purchased now held by the tenants? Are there any leases or agreements with the tenants? If so, they should be produced and abstracted.

8. What are the outgoings payable in respect of the property sold?

9. What documents will be handed to the purchaser?

10. A statutory declaration by some disinterested person well acquainted as to the following facts, and identi-

fying the parties, should be furnished (with certificates), viz. :—

Death or burial of Arthur Vallotton.

Death or burial of Clara Vallotton, and evidence that she died without issue, an infant, and unmarried.

Death of John Thorburn, the trustee, if dead.

Death of Thomas Bryan.

Death of Robert Limond.

Death of Christopher Limond, and evidence that he died unmarried and without issue, or that his issue has failed ; this evidence is most important.

And the several places and dates of the deaths or burials of the parties should be stated.

The certificates necessary to verify the above declaration should be produced and made exhibits thereto.

11. Are there any rights of way or other easements over or affecting the estate? If so, state them. Is there any claim for compensation by the tenant for acts of husbandry done by him on the farm?

12. Have any of the persons named in the abstract (to the knowledge of the vendor or his solicitor) been bankrupt, or taken the benefit of any of the Insolvent Debtors' Acts? If so, when?

13. Has any money been borrowed under the Drainage or Land Improvement Acts, and charged upon the estate?

14. Are there any judgments, lites pendentes, annuities, incumbrances, deeds or facts, relating to the property sold to the purchaser within the knowledge of the vendor or his solicitor, which are not disclosed by the abstract? If so, state the same.

15. The usual searches must be made as against Christopher Limond and Benjamin Goodwin. See General Observations, No. 7 *et seq.*, so far as they are applicable to this title.

ABSTRACT No. 3.

COPYHOLD TITLE.

PENISTAN'S TITLE.

Purchaser's Requisitions.

1. It appears that a heriot is payable on the death of a tenant. Is it payable on any other occasion? This is the case in some manors.

2. The will of Jacob Penistan would appear to have been unattested. How is it shown that the copyhold estate was well devised by this will?

[Vendor's reply:—Previously to the passing of the Wills Act, 1 Vict. c. 26 (Act E), copyhold estates would pass by an unattested will; the will of Jacob Penistan was made in 1830. The Wills Act does not apply to a will made before 1st January, 1838, although the testator died after that date; therefore this will was sufficient to pass this copyhold estate.]

3. It must be clearly shown that Maria Penistan survived her mother, otherwise the estate would appear beneficially to belong to the children of the testator's son, Robert Penistan.

4. It is stated that by the custom of the manor the descent is to the youngest son or youngest brother. The certificate of the steward of the manor as to this custom must be procured.

5. It is stated that Maria Penistan died intestate; this must be shown by the production of letters of administration to her personal estate, and by a statutory declaration by the solicitor of the family, or by some other mode, as to the fact of the intestacy of Maria Penistan.

6. Evidence that George Penistan is the youngest brother (of the whole blood) of Maria Penistan must be furnished. To prove this, a certificate of the marriage of Jacob Penistan must be furnished, and also certificates of the births or baptisms of George Penistan and the other sons of Jacob Penistan; and a pedigree of the Penistan family, and a statutory declaration by some

person acquainted with the family, that George Penistan is the youngest brother (of the whole blood) of Maria Penistan. George Penistan must be admitted tenant *M.* on the court roll.

7. What documents of title will be handed to the purchaser? / If the deed of 27th October, 1860, is not handed to the purchaser, he must have an attested copy *RS. 9. C. 2 81.* of it, and a covenant for its production.

8. What stamp is on the mortgage of 27th October, 1860?

9. The mortgagee must be paid off, and satisfaction of the conditional surrender of 17th June, 1870, must be entered on the court rolls.

10. The court rolls of the manor must be carefully searched, to ascertain that the abstract is correct and complete.

11. Has any charge been made on the estate under the Drainage and Land Improvement Acts?

Search should be made for any such charges at the office of the Inclosure Commissioners, No. 3, St. James's Square.

12. Are there any rights of road or way over the estate, or any other easement affecting the property? If so, state the particulars.

13. Is the vendor, or is his solicitor, aware of any surrender, charge, lien, judgment, *lis pendens*, annuity, writ of execution, or any other deed or incumbrance affecting the property which is not disclosed by the abstract?

14. Search should be made for judgments, *lis pendens*, writs of execution and annuities, as against Maria Penistan and George Penistan, and also in bankruptcy and insolvency, and for deeds of composition with creditors.

15. The receipt for the succession duty, which became payable on the death of Maria Penistan, must be produced and handed to the purchaser on completion. *143*

16. Is the estate or any part of it under lease or agreement for lease? If so, the leases or agreement should be abstracted and produced. Inquiry should be made of the tenants, and also whether any of them claim compensation for acts of husbandry. The counterparts of leases and agreements should be handed to the purchaser on completion.

17. Certificates of the deaths of Judith Penistan and Maria Penistan to be produced, and evidence of their identity, by statutory declaration.

18. See observation (17) on Denton's Title (Abstract No. 9), as to covenants for title.

ABSTRACT No. 4.

LEASEHOLD FOR YEARS.

SETON'S TITLE.

*Requisitions of Purchaser's
Solicitor.*

*Replies of Vendor's
Solicitor.*

1. The receipts for the ground rent and taxes and outgoings up to the day fixed for completion of the purchase must be produced to the purchaser's solicitor.

2. To what amount, and in whose names, and in what insurance office, has the property been insured against fire?

The policy of insurance and the receipts for the premiums must be produced to the purchaser's solicitor; and the policy of insurance should be transferred to the purchaser.

3. Have the succession duties which became payable on the respective deaths of Samuel Allen, Walter Jones, and Charles Seton in respect of the property sold, been paid?

3. In these cases, succession duties are not payable; the sales are made by the administrators; after payment of the debts of the intestates, and the expenses of the adminis-

*Requisitions of Purchaser's
Solicitor.*

If not, they should be paid before the completion of the purchase; and the receipts must be produced, and handed to the purchaser on completion.

4. Have the several letters of administration been registered in Middlesex?

5. Is the vendor, or is her solicitor, aware of any breach or breaches of any of the lessee's covenants contained in the lease?

If so, state the particulars.

6. Have any or either, and which of the persons mentioned in the abstract, to the knowledge of the vendor or her solicitor, been declared bankrupt, or become insolvent debtors under any of the Insolvent Acts? And if so, which of the parties, and when? State the particulars.

*Replies of Vendor's
Solicitor.*

tration of the estates, the surplus of the estates may become liable to succession duty. It appears on the abstract that a mortgage debt of £1,000 is payable out of the estate of Charles Seton; the succession duty is not a charge on the property under the circumstances.

4. The Registrar of Deeds, &c. for Middlesex, will refuse to register the letters of administration. The registry acts only apply to those deeds, documents and incumbrances which are executed or created by the acts of the parties interested. The letters of administration are acts of the Court of Probate, and cannot be registered.

*Requisitions of Purchaser's
Solicitor.**Replies of Vendor's
Solicitor.*

7. The identity of the property with that described in the lease of 3rd April, 1850, must be shown.

8. Do the tenants of either of the houses hold under any leases or agreements for leases? If so, an abstract of the leases or agreements must be furnished, and the originals must be produced for examination. What notice must be given to determine the tenancies?

9. The mortgage debt must be paid off, and the mortgagee must concur in the assignment to the purchaser, at the vendor's expense.

10. When and where was Samuel Allen buried? A certificate of his death must be furnished.

11. The like question as to Walter Jones.

12. The like as to Charles Seton.

13. Is the vendor, or is her solicitor, aware of any settlement, mortgage, lien, charge, lease, judgment, crown debt, lis pendens, writ of execution, or other incumbrance or matter whatsoever, not disclosed

This will be done.

10. The conditions of sale stipulate that all certificates, &c. are to be searched for and obtained at the expense of the purchaser.

It shall be ascertained where the several parties were buried.

The purchaser's solicitor can search the registry.

[This requisition must be answered.]

*Requisitions of Purchaser's
Solicitor.**Replies of Vendor's
Solicitor.*

by the abstract, which in any way affects the title to any part of the property sold; or the ability of the vendor to make a good title thereto? The usual searches should be made for judgments, &c. See General Observation, No. 7.

14. The Registry of Deeds for Middlesex must be carefully searched, to ascertain if the abstract be correct and complete; and it must be ascertained that all the documents have been properly stamped.

15. State the name and address of the person to whom the ground rent is payable.

16. The lease, letters of administration, and other documents abstracted, must be produced; and the purchaser reserves the right of making any further requisitions when these are answered, and the documents have been produced.

To the vendor, and Mr. , her solicitor.

Opinion of counsel as to payment of succession duty in respect of leaseholds, in cases where a sale is made by the personal representative of the deceased. 162

The duty payable in respect of leaseholds is clearly succession and not legacy duty. See sections 1 and 19 of the Succession Duty Act, 1853. The succession duty, however, is made a charge not upon the very property

itself, but upon the beneficial interest of the successor; and the personal representatives of the deceased have, for the purposes of administration, a paramount power to sell his leaseholds. If not so sold by them, then the leaseholds in the hands of the successor, or any person claiming under him, would be liable to the duty; but if so sold, then it appears to me that they would cease to be liable, and the duty be payable upon the portion of the sale monies coming to the successor. I do not think that a purchaser can, in the absence of special circumstances, be required to ascertain whether or not the sale is properly made by the personal representatives, as this would involve him in the administration of the estate of the deceased; and the fact of the personal representatives being also the legatees, or next of kin, of the deceased, does not, in my opinion, make any difference, provided the sale be made by them in their representative capacity.

I think, therefore, that the purchaser can safely complete the purchase of the leasehold in question without requiring evidence of the payment of the succession duty which became payable on the death of any of the parties (owners) who died intestate.

ABSTRACT No. 5.

FREEHOLD.

APPLETON'S TITLE.

*Requisitions on behalf of
Purchaser.*

*Replies of Vendor's
Solicitor.*

1. The title commences in 1832.

2. Had Benjamin Stratton a wife living at the date of the mortgage of 9th January, 1832? If so, when did she die, and where was she buried? A certificate of her burial or

*Requisitions on behalf of
Purchaser.**Replies of Vendor's
Solicitor.*

death must be furnished, and evidence of her identity; or, if living, she must release her right to dower, unless barred of dower, which must be shown.

3. The Master's Report of 29th April, 1849, and the order *nisi* of 4th May, 1849, should be abstracted in chief, and the abstract should be verified with the record, or with office copies of that report and order.

[Further requisition—the vendor is bound to comply with this requisition (so far as it relates to an abstract in chief of the order of 4th May, 1849).]

4. The abstract of the Decree of 10th June, 1840, in the suit “Combe v. Stratton,” and of the Master's Report of 17th June, 1848, and of the order of 8th November, 1848, confirming that report, and of the order of 23rd May, 1849, confirming the sale to Jacob Appleton, should be verified with the record or with office copies of those proceedings.

5. It is very questionable whether the gift in the will of Jacob Appleton of all his “Property,” &c. passed the fee simple of his real estates to his nephew Richard Appleton. Who is the heir-at-law of Jacob Appleton?

This Decree is a matter of record, and may be examined by the purchaser if he thinks proper so to do; the vendor has no other evidence of it than the recital.

[Office copy order obtained.]

The vendor has not office copies of these proceedings; they are all matters of record, and may be examined with the record at the purchaser's expense.

The word “Property” in a devise will pass the fee simple of real estates, unless from the context the gift appears to apply only to personal estate. Mr. Jarman (on Wills) cites numerous authorities

*Requisitions on behalf of
Purchaser.*

He should concur and join in the conveyance to the purchaser.

6. The receipt for the succession duty which became payable on the death of Jacob Appleton must be produced, and handed to the purchaser on completion.

7. Richard Appleton by his will charged his real estates with the payment of his debts. Have the testator's debts been paid? This should be shown.

How is it shown that the purchaser is relieved from the responsibility of ascertaining that all the testator's debts are paid before the completion of the purchase? and from the responsibility of seeing to the application of the purchase-money?

8. Have any of the persons named in the abstract, to the knowledge of the vendor or her solicitor, been declared bankrupt or taken the benefit of any of the Insolvent Debtors' Acts? And if so, when?

9. Has the tenant of the estate, Mr. , any lease or any written agreement regulating his tenancy, and has the vendor any counterpart or duplicate thereof, and is the same duly executed and stamped?

*Replies of Vendor's
Solicitor.*

to that effect. See the case of *Lloyd v. Lloyd*, 7 Law R. 458 (Equity Cases).

This will be done.

The testator's debts cannot be paid until his estates are sold. A devisee of real estates charged with debts had always power to sell the estates and give a discharge for the sale monies; otherwise the debts could not be paid.

But this is a case (an implied trust) which appears to be provided for by the 14th section of the Act 22nd & 23rd Vict. c. 35. The 23rd section of the same Act relieves the purchaser from the responsibility of seeing to the application of the purchase-money. The vendor is also executrix.

*Requisitions on behalf of
Purchaser.**Replies of Vendor's
Solicitor.*

The instrument (if there be any) should be abstracted and produced, and delivered up to the purchaser on completion. What notice will be requisite to determine the tenancy?

10. The succession duty, which became payable on the death of Richard Appleton, must be paid, and the receipt must be handed to the purchaser.

11. Are there any rights of way, or other easements affecting the property sold? If so, what are they? State the particulars.

12. Is the vendor or her solicitor aware of any judgments, crown debts, annuities, lites pendentes, writs of execution, or any charge or incumbrance, or deeds or documents affecting the property or the vendor's title thereto, not disclosed by the abstract? If so, what are they?

They must be satisfied, or the property released therefrom by and at the expense of the vendor. The usual searches for incumbrances as against Richard Appleton and Mary Ann Appleton must be made. See General Observation, No. 7.

13. The purchaser reserves the right of making

This will be done.

The abstract has been prepared with reference to the provisions of the 24th section of the Act 22 & 23 Vict. cap. 35, and for the purpose of enabling the legal adviser of the purchaser to satisfy himself that a good title at law and in equity is deduced to the property sold; under these circumstances, and as a matter of practice, the vendor's solicitor does not consider that he is bound to reply to this requisition, and that he cannot reasonably be required to do so.

[Reply of purchaser's solicitor. — The question asked is one which is rarely omitted in requisitions on title. The purchaser is

*Requisitions on behalf of
Purchaser.*

any further objections or requisitions which may arise from the above, or the vendor's answer thereto.

A——B——,
Purchaser's solicitor.

*Replies of Vendor's
Solicitor.*

entitled to have a reply, either that the solicitor of the vendor is or is not aware of any incumbrance affecting the title other than those appearing on the abstract.]

ABSTRACT No. 6.

FREEHOLD TITLE.

BETTINSON'S TITLE.

Observations.

This title commences with a covenant to stand seized to uses by Robert Franklyn, made on the marriage of his son, Edward Franklyn, with Mary Denton.

A duly verified certificate of this marriage should be obtained, otherwise it will not appear that the contingent remainders limited by the settlement became vested remainders.

The recital of the death of Robert Franklyn in the recovery deed of 4th May, 1817, may be considered as sufficient evidence of that fact. It is stated that no entry of the proceedings under this recovery can be found, and that search has been made in all the superior courts; and that no exemplification of the recovery is with the deeds. The statute 14 Geo. 2, cap. 20, sect. 4, provides a remedy in cases where no record of a recovery can be found, and as at this period (1870), 50 years have elapsed since the death of Edward Franklyn, without issue, and as the title has been held adversely since 1819, it may be assumed that the claim of any of the persons (reversioners) claiming under the deed of 19th July, 1807, is barred.

Certificates of the burials or deaths of Mary Franklyn and Edward Franklyn, and a statutory declaration that

they left no issue, must be produced, and evidence of their identity, and that Edward Franklyn was only married once.

Joseph Bettinson by his will devised his estates to his wife for life, and after her death to Peter Hart and John Thorpe, in fee, upon trust that they or the survivor of them, or the heirs of the survivor, should sell; but there does not appear to be any power of sale in the "assigns" of the surviving trustee; if the power or trust for sale be not given to the "assigns" of the trustees or surviving trustee, Charles Kimber (as the devisee of trust estates in the will of Peter Hart) cannot execute the trust for sale, or make a title to the estate without the concurrence of the parties beneficially interested in the money to arise from the sale; and if the concurrence of the heir-at-law of Joseph Bettinson can be obtained, it will be desirable, or a bill must be filed and the sale made under a decree of the Court.

A certificate of the death of Isabella Bettinson should be furnished, and evidence of her identity.

Receipts for the succession duties which became payable on the deaths of Joseph Bettinson and Isabella Bettinson must be handed to the purchaser, or it must be shown that only legacy duty is payable on the estate. Searches for judgments, &c. must be made as against Joseph Bettinson.

See General Observations, No. 7 *et seq.* Some of these will be applicable to this title.

ABSTRACT No. 7.

FREEHOLD.

DENHAM'S TITLE.

Observations.

Inquiry must be made whether John Chapman, the vendor in the conveyance of 3rd November, 1826, was married at the date of that conveyance, and if so, whether his then wife or widow be now living; and

whether John Chapman be dead, and when he died, and where he was buried. If he be living, or in case he has not been dead 20 years, his wife or widow (if living) is entitled to dower out of the estate (unless barred by settlement or other provision, which must be shown), and must release her dower.

It appears from the abstract and pedigree,

That Richard Sandall (the testator) died in November, 1853.

That Jane Sandall, his widow, is living. Jane Sandall is entitled to dower out of the estate (unless barred by settlement or some other provision, which must be shown), and she must concur in the conveyance to the purchaser to release her dower, or execute a release of dower previously.

That Jonathan Sandall (the tenant for life under the will of Richard Sandall) had issue two children only, who both died in his lifetime, under age and unmarried.

That Jonathan Sandall died in August, 1860, without leaving any issue him surviving.

That Maria Sandall married Benjamin Walton, and had issue only one child, a daughter, Frances Walton.

That Maria Walton died in 1856, in the lifetime of Jonathan Sandall, her brother, leaving her daughter, Frances Walton, her surviving.

That Frances Walton attained 21 years of age, and died in July, 1858, without issue and unmarried.

That Benjamin Walton is living.

Under the will of Richard Sandall, Maria Walton became entitled to one moiety of the estate as tenant in tail general in remainder, and she having died in the lifetime of her brother (the tenant for life), her husband, Benjamin Walton, did not on her death become seized of her moiety during his life as tenant by the curtesy of England; to complete the right of a husband to curtesy, the wife must have died seized in possession.

That Eliza Sandall (who under the will of the testator became entitled to the other moiety of the estate as tenant in tail general in remainder) married Charles Darwin, and had issue one child, Samuel James Darwin, and died in February, 1862.

That Charles Darwin and Samuel James Darwin are both living.

Eliza Darwin survived her brother Jonathan Sandall, and her sister and niece, who died leaving no issue, and, under the limitation of cross remainders in the will, Eliza Darwin became entitled to the other moiety (making the entirety) of the estate as tenant in tail general in possession, and on her death her husband Charles Darwin became entitled to the entirety during his life as tenant by the curtesy.

Under the 22nd section of Act 3 & 4 Will. 4, cap. 74, Charles Darwin, as tenant by the curtesy, became protector of the settlement created by the will of Richard Sandall, and as Charles Darwin did not (as protector) concur in or consent (conformably to the Act) to the disentailing deed of 9th November, 1863, the effect of that deed was only to bar the estate tail and to create a base fee in Samuel James Darwin, and the remainder in fee over was not barred. It is stated that Samuel James Darwin is a bachelor; if he dies without issue, and without having converted the base fee into a fee simple by a proper assurance, or when his issue fails, the base fee will determine and the estate will go over and belong to the person entitled to the remainder in fee under the will.

*See vide sect. 6
of 37 & 38 Vict.
c. 57.*

The conveyance of 29th May, 1864, only passed the base fee. The purchaser cannot accept a base fee.

As Charles Darwin and Samuel James Darwin are stated to be both living, the vendor (if the purchase proceeds) must complete his title to the fee simple before the conveyance to the intended purchaser. The vendor must obtain a proper assurance and conveyance from Charles Darwin (as tenant by the curtesy, and protector) and Samuel James Darwin to the vendor, so as to convert the base fee into a fee simple, which deed must be duly enrolled in Chancery.

An abstract or draft of the proposed deed must be furnished to the purchaser's solicitor.

Unless this conveyance and confirmation be obtained the purchaser must decline to complete.

The objections to the joining of Charles Darwin and Samuel James Darwin in the conveyance to the intended purchaser, are—

1st. The length of the conveyance will be increased.

2nd. The cost of enrolling the deed.

3rd. The costs of the solicitor of the Darwins in perusing the draft and obtaining their execution, &c.

These costs must be paid by the vendor.

If the purchase be proceeded with, the following evidence must be required and furnished, and searches and inquiries made:—

1. Receipts from the Inland Revenue Office for the succession duties which became payable on the respective deaths of Richard Sandall, Jonathan Sandall, and Eliza Darwin (the succession duty payable in respect of the death of Eliza Darwin will become payable on the death of Charles Darwin, and must be commuted for and paid by the vendor).

2. Duly authenticated certificates of the marriages of Jonathan Sandall, Maria Walton, and Eliza Darwin.

Of the births of Frederick Sandall, Caroline Sandall, Frances Walton, and Samuel James Darwin.

And of the deaths of Frederick Sandall, Caroline Sandall, Jonathan Sandall, Maria Walton, Frances Walton, and Eliza Darwin.

3. Statutory declarations to the following effect by persons intimately acquainted with the family and identifying the parties—

That Jonathan Sandall had no more than the two children before named; that they both died without issue and unmarried, and that Jonathan Sandall was only married once.

That Maria Walton was only married once, and that she had no other child than Frances Walton; that Frances Walton died without issue and unmarried.

That Eliza Darwin was only married once, and had no other child than Samuel James Darwin.

4. Searches must be made at the Public Record Office, Rolls Buildings, Chancery Lane, for any disentailing deeds and assurances by Maria Walton, Frances Walton, Eliza Darwin, and Samuel James Darwin; and as to Samuel James Darwin, search should be made for the last preceding year, at the Inrolment Office, Chancery Lane.

5. Searches should be made at the Common Pleas Office, Serjeants' Inn, Chancery Lane, as against Richard

Sandall, Frances Walton, Charles Darwin, and Samuel James Darwin, for judgments, crown debts, and *lis pendens* for the last five years; for annuities, for writs, or other process of execution under the Judgment Act, 1864, and for writs or other process under the Crown Suits Act, 1865, from the 1st November, 1865. And searches as against the same parties should also be made in bankruptcy and insolvency. And inquiries should be made of the vendor's solicitor whether any of the parties have been bankrupt or insolvent.

6. All the instruments abstracted should be produced and examined with the abstract; and it should be ascertained that all the deeds are properly stamped.

7. Inquiry must be made of the vendors and of their solicitor whether any money has been borrowed on the security of the estate, under the Drainage or Land Improvement Acts, and charged upon estate.

8. Receipts for all the outgoings, including the parish and other rates and assessments, must be produced upon completion of the purchase.

9. Inquiry must be made of the tenants as to the nature of their holdings, and whether any of them hold the property under a lease or agreement for a lease. If there are any leases or agreements, an abstract of them must be furnished; and inquiry should be made whether there are any rights of way or other easements affecting the estate; and also whether the tenants, or any of them, have any claim for acts of husbandry.

10. Inquiry must be made of the vendor's solicitor whether he has knowledge or notice of any deed, charge, lien, writ of execution, judgment, *lis pendens*, or incumbrance of any kind affecting the property or title, which is not noticed or stated in the abstract.

11. The mortgage to Arthur Lorton must be paid off out of the purchase-money, and the mortgagee must concur in the conveyance to the purchaser.

ABSTRACT No. 8.

FREEHOLD TITLE.

ADAMS' TITLE.

Observations.

Abstract, page 1.—The probate, or an office copy of the will of Jacob Smith, must be produced to ascertain that Julia Mason (the wife of Joseph Mason) took an estate in fee simple under it, and also some evidence must be furnished of the seizin of Jacob Smith.

This having been the estate claimed as belonging in fee to a *feme covert*, the conveyance in 1818 to Samuel Adams was, by the fine levied by Mason and wife—at that period married women could only convey their estates by fine or recovery.

Samuel Adams having died in 1830, his heir-at-law must be sought under the old law of inheritance, and as real estates would not then lineally ascend, and collateral relations of the half blood were excluded, the heir of Samuel Adams, at his death, appears (from the Adams' pedigree) to have been his great uncle, Titus Adams. Titus Adams by his will devised his real estates to his daughter Rebecca Adams, who (if living) appears to be the person now entitled to the estate.

The following certificates and evidence must be furnished, viz., certificates of the

Marriages of Adam Adams with Eliza Best.

Joshua Adams with Jane Thorpe.

Noah Adams with Mary Barnes and

Sarah Barton.

Births of

Joshua Adams,

Titus Adams,

Noah Adams,

George Adams,

Samuel Adams,

Maria Adams.

Deaths of

George Adams, unmarried.

Sarah Adams.

Samuel Adams, unmarried.

Maria Adams, unmarried.

A statutory declaration must be furnished in support of the pedigree generally, and that none of the parties

named in the pedigree had any other children than those stated in the pedigree.

Receipts for succession duty which became payable on the deaths of Titus Adams and Sarah Adams to be furnished.

Searches to be made as against Rebecca Adams.

See General Observations as to leases to tenants and charges under Drainage and Land Improvement Acts, and General Observations No. 7 *et seq.* as to Searches, &c.

ABSTRACT No. 9.

COPYHOLD TITLE.

DENTON'S TITLE.

*Purchaser's Requisitions
and Observations.*

1. It appears from the abstract of the will of Charles Denton that it was only attested by one witness.

2. Was Jeremiah Denton separately admitted tenant on the court roll?

3. What stamp is on this surrender?

4. Did Jeremiah Denton surrender the copyhold estate to the use of his will?

5. Has the satisfaction of the conditional surrender to Richard Marton been entered on the court rolls of the manor? If not, the satisfaction must now be entered on the court rolls,

Vendor's Replies.

At the date of the will of Charles Denton (1832), a will attested by one witness only was sufficient to pass copyhold estates.

The admission of Sarah Denton, the tenant for life, was the admission of the party entitled in remainder.

At this time (1856) a surrender to the use of a will was not necessary.

Satisfaction shall be entered on the court rolls.

*Purchaser's Requisitions
and Observations.**Vendor's Replies.*

in respect of this mortgage surrender.

6. It appears that Robert Denton (one of the devisees named in the will of Jeremiah Denton) died in 1860, in the lifetime of his father, the testator of 1856; therefore it is presumed that the devise to Robert Denton lapsed, and that a moiety of the copyhold estate descended upon the customary heir of Jeremiah Denton, the testator.

What is the custom of the manor as to descent?

7. Assuming that the devise to Robert Denton did not lapse, it is very questionable whether, under the words of the devise contained in the will of Robert Denton, the fee of a moiety of the copyhold estate passed to Joanna Denton, his widow, or only an estate for her life: who is the customary heir of Robert Denton?

8. The court rolls of the manor must be carefully searched, to ascertain that the abstract is correct and complete.

9. Has any charge been made on the estate under the Drainage and Land Improvement Acts? Search should be made for any such charges.

10. Are the vendors, or

It is true that Robert Denton died in the lifetime of his father, Jeremiah Denton, the testator of 1856; but Robert Denton left issue four children who are now living.

By the 33rd section of the Wills Act (1 Vict. cap. 26) gifts to children who leave issue do not lapse.

It is submitted that, under the devise contained in the will of Robert Denton of the whole of the testator's estate, the fee of the copyhold moiety passed to Joanna Denton, his widow; there can be very little doubt on this point on a reference to the cases collected in Jarman on Wills.

The purchaser's solicitor can make this search.

*Purchaser's Requisitions
and Observations.**Vendor's Replies.*

is their solicitor, aware of any surrender, charge, lien, judgment, writ of execution, lis pendens, annuity, or any other incumbrances affecting the property, which are not disclosed by the abstract?

Search should be made for judgments, &c., as against Jeremiah Denton and the vendors. (See Requisition No. 14, Penistan's Title.)

11. Have any of the persons mentioned in the abstract been bankrupt, or taken the benefit of any of the Insolvent Debtors' Acts, or executed any deed of composition with their creditors? And if so, when. State the particulars.

12. Is the farm under lease, or is there any agreement with the tenant?

If so, the lease or agreement must be abstracted and produced.

Inquiry on these points must be made of the tenants.

What notice to quit must be given to determine the tenancy?

Are there any rights of road or way over the estate, or any other easement affecting the property? If so, state them.

13. The following certificates must be furnished to the purchaser, viz.:—

1. A certificate of the

*Purchaser's Requisitions
and Observations.**Vendor's Replies.*

death of Sarah Denton on 9th August, 1840.

2. A certificate of the death of Robert Denton on 4th November, 1860.

3. A certificate of the marriage of Robert Denton with Joanna his wife.

4. Certificates of the births of their three children.

5. A certificate of the death of Jeremiah Denton on 2nd February, 1866.

6. A certificate of the death of Maria Denton, the annuitant.

7. And a statutory declaration by a person or persons acquainted with the family, verifying the certificates and identifying the parties, and stating that Robert Denton left four children living at the time of his death.

14. The probates of the wills of Charles Denton and Jeremiah Denton, and the letters of administration to the estate of Robert Denton (with the will annexed) to be produced.

15. It must be shown who is the personal representative of Maria Denton,

ABSTRACT No. 10.

DERMER'S TITLE TO REVERSIONARY INTEREST IN
CONSOLS.*Observations and Requisitions on part of Purchaser.*

1. The purchaser's solicitor must be satisfied that the £4,850 Consols are now standing in the names of Ashworth and Clift (the trustees of the testator's will), and that there is no distringas upon the stock which can affect the reversion proposed for sale. To enable the purchaser's solicitor to satisfy himself on these points, the trustees must furnish him with a letter to the chief accountant of the Bank of England. (See form of this letter, post.)

2. The purchaser must be satisfied that all the funeral and testamentary expenses and debts of Martin Oliver, the testator, and all the legacies given by his will, have been paid or satisfied.

3. The receipt for the legacy duty on the Consols must be produced, and a copy of it must be furnished to the purchaser.

4. The vendor must obtain a written admission from Ashworth and Clift (the trustees), that they hold the £2,425 Consols (one moiety of the £4,850) upon the trusts by the will of Martin Oliver declared concerning the £5,000 Consols, thereby given upon trust for Sarah Sanby for life, and at her death for Charles Sanby and Fanny Louisa Dermer.

5. The age of said Mrs. Sarah Sanby must be proved by the production of a certificate of her baptism or birth, and a declaration as to her identity, and her present address must be furnished.

6. A certificate of the marriage of Edwin Dermer with Fanny Louisa Dermer must be furnished, and a statutory declaration by some disinterested person as to their identity; the certificate should be marked as an exhibit to the declaration.

7. The probate of the will of Martin Oliver, and the deed of 4th March, 1868, must be produced and inspected by the purchaser's solicitor; and an office copy of the acknowledgment of the deed by Mrs. Dermer must be furnished to the purchaser.

8. The deed of 4th March, 1868, or a part of it (if it has been executed in duplicate); should be handed over

to the purchaser on completion. If it has been executed in duplicate, a memorandum of the assignment to the purchaser must be endorsed on the part retained by Mr. Dryden (the trustee of the deed). Was notice of the assignment of 4th March, 1868, duly given to the executors and trustees of Mr. Oliver's will?

9. The vendor (Mr. Dermer) must make a statutory declaration stating that he has never been bankrupt, or taken the benefit of any of the Insolvent Debtors' Acts, or assigned, or charged, or in any way dealt with his reversionary interest, or done any act which will prevent him from assigning his interest to the purchaser; a draft of this declaration should be submitted to the purchaser's solicitor before it is made.

10. Application must be made to the Reverend Mr. Ashworth and Mr. Clift (the trustees of the testator's will), and to Mr. Dryden, to inquire whether they have received notice of any charge by Mr. Edwin Dermer or his wife on the Consols, or any dealing with the Consols by either of them beyond the settlement abstracted. (See form of letter.)

11. The purchaser's solicitors should make the usual searches for proceedings in bankruptcy and insolvency, and for composition deeds with creditors as against Mr. Edwin Dermer, and also for any judge's charging order on the stock, and for lis pendens against the trustees of the will.

12. Mr. Dryden must concur with Mr. Dermer in the assignment to the purchaser.

13. If the purchase be completed a writ of distringas must forthwith be issued and placed upon the stock at the suit of the purchaser.

14. Formal notice in writing of the assignment must be forthwith given to the trustees of the will.

Form of Letter to Chief Accountant of Bank of England, requesting information as to any distringas on Stock. (This letter must proceed from one of the Trustees in whose names the Stock is standing) :—

"To _____, Esq.,
" Bank of England.

"Sir,—I shall be obliged if you will give Mr. A—
B—, of _____, such information as he may re-

Dermer, or her husband Mr. Edwin Dermer, of and in such sum of stock, or of any circumstance which would prevent their dealing with their reversionary interest in the stock.

"It will oblige Mr. and Mrs. Dermer if you will sign the enclosed letter to the Chief Accountant of the Bank of England, describing the stock, and requesting him to afford me information whether there be any distringas or charge on the stock, or any judge's order affecting the stock.

"I shall be willing to pay your solicitor's charges for his trouble in replying to this letter on your behalf.

"I am, &c.,

"To { Rev. Francis Ashworth.
Alfred Clift, Esq."

In case the Trustees do not make any reply to the application to them for information, a letter similar to the following can be written to them:—

"Gentlemen,

"On the ulto., I forwarded a letter to you with reference to the reversionary interest of Mr. Edwin Dermer, of No. Road, in a sum of £2,425 Consols (a moiety of a sum of £4,850 Consols now standing in your names as trustees of the will of the late Mr. Martin Oliver, of), and as to any notice you may have received of any dealings with or charges on such moiety of stock.

"I have not received any reply from you to my letter. I regret very much to occasion you trouble, but I shall be much obliged if you or your solicitor will favour me with a reply to my letter before the instant; and I beg to inform you that if I do not receive a reply on or before that day, I shall assume that you have no notice or knowledge of any charge or incumbrance upon or dealing with Mr. or Mrs. Dermer's moiety of the stock, and shall act accordingly.

"It would, however, be more satisfactory to me to have a written reply from you. I have no wish to give you personally the trouble of writing a reply; it will be

equally satisfactory if you write through the medium of your solicitor, whose charges I shall be willing to pay.

"I am, &c.,

"To Rev. Francis Ashworth and
"Alfred Clift, Esq."

Statutory Declaration by Vendor.

I, Edwin Dermer, of No. _____ Road, in the
county of _____, do solemnly and sincerely declare :

That I have never been bankrupt, or taken the benefit of any of the Insolvent Debtors' Acts, and that I have not assigned or charged, or in any way dealt with the reversionary interest of my wife Fanny Louisa Dermer, or any interest in her right (except by an indenture of settlement, dated the 4th day of March, 1868, executed by myself and my said wife, and duly acknowledged by her), or otherwise in or relating to a moiety of £5,000 Consols, or other the fund for the time being representing the same, to which my said wife became entitled in reversion (expectant on the death of her mother, Sarah Sanby), under the trusts of the will of Martin Oliver, late of _____, deceased ; or done any act which will prevent me from absolutely assigning my interest in such moiety of Consols or other the fund for the time being representing the same, to Mr. _____, the proposed purchaser.

And I make this solemn declaration, &c.

Notice to Trustees of Assignment.

"To the Reverend Francis Ashworth and Alfred
Clift, Esq. (trustees of the will of Martin Oliver,
late _____, of _____, deceased).

"I hereby give you notice, that by indenture dated the _____ day of _____, 1872, made between Edwin Dermer, of _____ Road, in the county of _____, of one part, and _____ of _____, of the other part, it is witnessed, that for the consideration therein expressed, the said Edwin Dermer assigned to the said _____ absolutely, all that the sum of £2,425 Consols, part of a sum of £4,850 £3 per cent. Consolidated Annuities, now standing in your joint names as

trustees of the will of Martin Oliver, Esquire, in the books of the Governor and Company of the Bank of England, or other the stocks, funds, or securities, into or in which the said sum of £4,850 Consols, or the produce thereof, or any part thereof, may be converted or invested under the power for that purpose contained in the said will of the said Martin Oliver, and the dividends and income of such sum of £2,425, or other securities for the same, after the decease of Sarah Sanby (the sister of the said testator), and to which said moiety of stock, and the dividends and annual income thereof, the said Edwin Dermer is now entitled in reversion (subject only to the life interest of Mrs. Sarah Sanby, and expectant on her decease), To hold the same unto the said , his executors, administrators, and assigns, absolutely.

"I shall be obliged by your acknowledging the receipt of this notice, and am

"Your obedient servant,

"A—— B——,

"Solicitor for the said
"(purchaser.)

"(Date and residence.)"

ABSTRACT No. 11.

LEASEHOLD FOR YEARS.

LATHAM'S TITLE.

Requisitions on part of a Purchaser.

1. In what office have the houses been insured, in whose names, and in what amount? The policy must be produced, and the receipt for the last premium.

2. To whom is the ground rent of £30 reserved by the lease now payable? State the name and address of the party.

The receipt for the last quarter's ground rent must be produced to the purchaser.

3. By the will of Robert Thornton, these leasehold houses were specifically bequeathed to the testator's

daughter, Mary Robinson, for life, and after her death in trust for her children.

Is Mary Robinson living, or, if dead, had she any children?

For what reason were the leaseholds sold by Pember, the executor? Inquiry should be made whether Pember (the executor) assented to the specific bequest of the leaseholds.

It appears that Pember never proved the will of Robert Thornton, and that the other-executor renounced probate. Mrs. Catherine Thornton, the administratrix, with the will annexed, should now concur in the assignment to the purchaser. What amount of stamp duty was paid on the letters of administration?

4. Have any of the parties named in the abstract, viz., Robert Thornton or Jonathan Latham, to the knowledge of the vendor, or his solicitor, been bankrupt, or taken the benefit of any of the Insolvent Debtors' Acts?

If so, when? [Search should be made by the purchaser's solicitor.]

5. The receipt for the succession duty which became payable on the leaseholds on the death of Robert Thornton must be produced.

6. Have any leases been made to the tenant of either of the houses, or any agreements? If so, the leases or agreements must be abstracted and produced. [Inquiries on these points must be made of the several tenants.] What notice to quit must be given to the tenants?

7. Are there any mortgages, charges, leases, judgments, lites pendentes, crown debts, writs of execution, or other incumbrances affecting the property, or any part of it, which are not disclosed by the abstract? [Searches for judgments, &c. should be made by the purchaser's solicitor.]

Replies by Vendor's Solicitor.

To Requisition 3—It is a general rule of law and equity, that an executor has an absolute power of disposal over the whole personal estate of his testator, and that it cannot be followed by legatees, either general or specific, into the hands of the alienee. The principle is that the executor in many instances must sell in order to perform his

duty in paying debts, &c., and no one would deal with an executor, if liable afterwards to be called to account. In this case the sale was made by the executor very soon after the death of the testator. See Williams on Executors, 5th edition, 838, 839.

ABSTRACT No. 12.

LIFE POLICY.

Observations.

In the case of this policy it appears that a claim is made for the payment of the sum assured not only by the executrix of the will of Mr. Shapland, the mortgagee of the policy, but also by Messrs. M—— & O——, the solicitors acting for Mrs. Wrayson, the administratrix of the estate of the assured.

On the part of the assurance company,

1. It must be ascertained by statutory declaration that the Rev. Tobias Wrayson, who in the policy is described as of Hastings, is the same person as the Tobias Wrayson who is described in the deed of 3rd November, 1866, as of _____, and who died at _____, on the 29th day of July, 1870.

2. It must be ascertained by search that neither the Reverend Tobias Wrayson or Mr. Arthur Shapland or his widow have ever been bankrupt, or taken the benefit of any of the Insolvent Debtors' Acts.

3. It appears that Mrs. Louisa Shapland is in possession of the policy, and therefore, under the mortgage of 3rd November, 1866, she can give the company a discharge for the claim.

4. With reference, however, to the letter of Messrs. M—— & O——, it will be proper to write to those gentlemen intimating that the claim will be paid to the executrix of the mortgagee on a certain day (say a week after the claim shall have become actually due and payable), unless they shall in the meantime show sufficient cause to the contrary. If no answer is received to this communication, it will be requisite to preserve evidence of the delivery of such letter to Messrs. M—— & O——.

5. The mortgage of 3rd November, 1866, and the policy, with certificate of Mr. Wrayson's death, should be handed to the assurance company.

6. The probate of the will of Mr. Shapland should be inspected; and it must be ascertained that the probate stamp is of sufficient amount to cover the sum assured and the bonus now payable on the policy.

ABSTRACT No. 13.

FREEHOLD TITLE.

Observations.

Prior to the reading of this abstract it will be instructive to the student to read carefully the canons of descent as stated by Sir William Blackstone, in his Commentaries, 2nd volume—which may be referred to as the old law of inheritance; and then to read 3 & 4 Will. 4, cap. 106, which came into operation on 1st January, 1834, and which defines the new law of inheritance, and particularly section 6.

DAYRELL AND LYDFORD'S TITLE.

These are two pedigree titles; and the title to the estate depends upon the evidence which can be adduced in support and proof of the accuracy and completeness of the statements in the pedigrees; and various certificates and other evidence of marriages, births, and deaths, and other facts, will be requisite to be called for and furnished in support of the abstract and pedigrees.

It must be ascertained whether Thomas Mantell (the vendor in 1807) was married at the date of the conveyance by him, and whether his wife or widow be now living; and when Thomas Mantell died (if dead). If he has not been dead more than twenty years, his widow (if living) may be entitled to dower. It sometimes happens that even at this long distance of time (64 years) a widow of a former owner may be living who is entitled to dower.

The probates of the wills of Isaac Dayrell and Robert Lydford must be produced, and carefully compared with the abstract.

The following duly authenticated certificates must be furnished:

1. Of the marriages of
 Timothy Dayrell with Mary Johnson.
 Isaac Dayrell with Maria Carter.
 Sarah Dayrell with Reuben Lydford.
 Charles Lydford with Mary Dealtry.
 Thomas Lydford with Celia Rutter.
 Reuben Lydford (twice).
2. Of the births of
 Isaac Dayrell. Sarah Dayrell.
 George Dayrell. William Dayrell.
 Susan Dayrell. Joseph Dayrell.
 Jane Dayrell. Christopher Lydford.
3. Of the deaths of
 George Dayrell. Reuben Lydford.
 Maria Dayrell. Isaac Dayrell.
 Joseph Dayrell. William Dayrell.
 Sarah Lydford (*née* Dayrell). Jane Dayrell.
 Christopher Lydford. Thomas Lydford.

A statutory declaration or declarations by a person or persons intimately acquainted with the families generally in support of the pedigrees and of the facts therein stated, and particularly showing

That George Dayrell, William Dayrell, Joseph Dayrell, Jane Dayrell, and Robert Lydford (the testator) all died unmarried.

That Isaac Dayrell, Sarah Dayrell, and Thomas Lydford were respectively only married once, as appears by the pedigrees.

That Reuben Lydford was only married twice, as appears in pedigree.

That Reuben Lydford had no other child than Christopher Lydford.

And that Timothy Dayrell, Isaac Dayrell, and Thomas Lydford had no other children than those named in the pedigree.

As to the Dayrell Moiety.

Sarah Lydford (as a devisee in the will of her father, Isaac Dayrell) became entitled in fee in remainder to one half of this moiety by purchase, and she became entitled to the other half by descent as the heir-at-law of her sister, Jane Dayrell.

Sarah Lydford (the wife of Reuben Lydford) having died in the lifetime of her mother, Maria Dayrell (who was tenant for life of this moiety), and having only an estate in fee in remainder in this moiety, and never having been in possession, her husband, Reuben Lydford, did not on her death become entitled to this moiety as tenant by the curtesy; and on the death of Sarah Lydford the Dayrell moiety descended upon her son, Christopher Lydford.

As Sarah Lydford appears to have died under 21 years of age, she was not able to dispose of or charge this moiety, therefore it will not be necessary to search for a fine or recovery as levied or suffered by her.

Christopher Lydford died in 1833, before 3 & 4 Will. 4, c. 106, came into operation; and upon his death, an infant, this moiety descended upon his aunt, Susan Dayrell, who was his heir-at-law according to the old law of inheritance (but subject to life estate of Maria Dayrell); therefore Susan Dayrell, who by the pedigree appears to be living, became (on the death of Maria Dayrell) entitled in fee simple in possession to this moiety.

As to the Lydford Moiety.

Reuben Lydford, who was seized in fee simple in possession of this moiety by purchase under the will of his uncle, Robert Lydford, died without any issue surviving him, and intestate; but leaving a widow. It appears from the pedigree that he was the only child of Thomas Lydford.

Reuben Lydford having died in 1865, his heir-at-law must be sought for under the new law of inheritance, 3 & 4 Will. 4, c. 106, sect. 6. And this heir appears to be his grandfather, Charles Lydford, who (according to the pedigree) is now living. On the death of Reuben Lydford intestate, his widow, Rebecca Lydford (unless barred of dower by declaration or some other mode,

which must be shown) became entitled to dower out of this moiety.

Therefore (as to the Dayrell moiety), Susan Dayrell will be the party to convey, and (as to the Lydford moiety) Charles Lydford will be the party to convey, and Rebecca Lydford to release her dower; and these three persons can make a good title to the entirety of the estate, subject to the former observation as to the widow (if any) of Thomas Mantell.

Succession duties.—Receipts for the succession duties which became payable on the deaths of Maria Dayrell (as to one moiety) and Reuben Lydford (as to the other moiety), must be produced and handed to the purchaser or mortgagee.

Searches for judgments, &c.

These searches must be made as against Reuben Lydford, Charles Lydford, and Rebecca Lydford, and Susan Dayrell. See General Observation No. 7; and the other General Observations from No. 8, so far as they are applicable to this title.

ABSTRACT No. 14.

IMBERT'S TITLE.

Observations.

By the conveyance of 13th and 14th August, 1815, the property was conveyed to the use of Marmaduke Chalmer and S. Jones as joint tenants in fee; as to estate of Jones in trust for Marmaduke Chalmer and his heirs:—

Marmaduke Chalmer survived Jones, and (on the death of Jones) the legal fee simple in the entirety became vested in Marmaduke Chalmer in fee.

Marmaduke Chalmer by his will devised one moiety of the estate to Charles Chalmer in tail general, with remainder to Charles Chalmer in fee; Charles Chalmer died without issue; the estate tail determined, and the remainder in fee in this moiety passed by his will. Marmaduke Chalmer by his will devised the other moiety of the estate to Maria Chalmer in tail general, with remainder to her in fee. Maria Chalmer died un-

married; the estate tail determined, and the remainder in fee in this moiety passed by her will.

As to the Moiety of the Estate which belonged to Maria Chalmer:

By her will Maria Chalmer devised the legal estate in this moiety unto and to the use of Sart and Parton and their heirs upon trusts, i.e., upon trust for Antonia Dornton for her separate use during her life; after her death in trust for such of her children as being sons should attain 21, or being daughters should attain that age or marry; if only one child, in trust for such child in fee simple; if no such child, in trust for Robert Chalmer in fee. Antonia Dornton married James Imbert; she had only one child, viz., Richard Imbert, and died before he attained 21 years of age.

The limitations to the children of Antonia Imbert being equitable contingent remainders, they did not fail in consequence of the failure of the particular estate (i.e., the life estate of Antonia Imbert) during the contingency, and this moiety now belongs to Richard Imbert in fee.

The legal estate in fee in this moiety now remains vested in Sart and Parton (the trustees), or the survivor of them, or the heirs or devisees of the survivor. This legal estate must be got in.

As to Moiety of the Estate which belonged to Charles Chalmer:

By his will he devised this moiety, to uses (i.e. legal estates), viz.:

To use of his wife Julia for her life . . . remainder

To use of his niece, Antonia Dornton, for her life
for her separate use remainder

To use of such of her children as she should by
deed or will appoint,

In default of appointment,

To use of her children or only child who should
attain 21 years of age or marry,

If no such child, to Robert Chalmer in fee.

Antonia Dornton married James Imbert.

Antonia Imbert did not exercise the power of appointment.

The limitations in the will of Charles Chalmer to the children of his niece Antonia, being legal contingent remainders, and Julia Chalmer and Antonia Imbert

having both died before the child of Antonia had attained 21 years of age, the contingent remainder to Richard Imbert (the child of Antonia) failed for want of a particular estate to support it, and this moiety of the estate, on the death of Antonia, devolved to Robert Chalmer as the heir-at-law of Charles Chalmer.

[See cases as to equitable and legal contingent remainders collected in *Re Eddel's Trusts*, 11 Law Rep., Equity Cases, 559.]

A statutory declaration by some disinterested person well acquainted with the family as to the following facts, and identifying the parties, should be furnished (with certificates):—

Death of Charles Chalmer without issue.

Death of Maria Chalmer without issue and a spinster.

Death of Julia Chalmer.

Marriage of Antonia Dornton.

Birth of Richard Imbert.

Death of Antonia Imbert.

That Antonia Imbert had no other child than Richard Imbert, and that she was only married once.

The certificates necessary to verify the above declaration should be produced, and made exhibits thereto.

And the several places and dates of the several deaths or burials, marriage and birth or baptism of the parties respectively should be stated in the declaration.

Receipts from the Inland Revenue Office for the succession duties which became payable on the respective deaths of Julia Chalmer and Antonia Imbert must be furnished to the purchaser.

The usual searches for incumbrances must be made as against Richard Imbert and Robert Chalmer. See General Observations No. 7.

Search should be made in the Public Record Office, Rolls Yard, Chancery Lane, for deeds of disentail by Charles Chalmer and Maria Chalmer, to ascertain if either of them have barred his or her estate tail.

Have any of the parties named in the abstract (to the knowledge of the vendors or their solicitor) been bankrupt or taken the benefit of any of the Insolvent Debtors' Acts, or entered into composition with creditors, or effected any liquidation under any of the Bankruptcy Acts?

See General Observations, No. 9 *et seq.*, so far as they are applicable to this title.

ABSTRACT No. 15.

ABSTRACT OF THE TITLE OF MRS. CAROLINE HOLCOMBE
TO A POLICY OF ASSURANCE.

Policy of Life Assurance.—Equitable Mortgagees.—
Administration Suit.

Observations.

Policy No. 2,462.

Claim, Jasper Holcombe.

This Policy (No. 2,462), effected by Mr. Holcombe on his own life, was deposited by him in 1868 with Messrs. A—— B—— and Company, bankers, by way of security for the repayment of a loan, and an account current with them, and interest and bankers' charges.

The assured, by his will (dated in 1870), bequeathed all his personal estate to his wife, and appointed her sole executrix. She proved the will in March, 1872.

The probate of the will of Mr. Holcombe must be produced, and it must be ascertained that the amount of probate duty paid is of sufficient amount to cover the sum payable under the policy; subject to the payment of all principal and interest moneys which may be due to Messrs. A—— B—— and Company (who hold the policy), on their memorandum of deposit, the amount of the claim on this policy would become payable to the executrix of the will of the assured.

From the abstract it appears that a bill has been filed in the Court of Chancery by a creditor of Mr. Jasper Holcombe for the administration of his estate under the direction of the Court.

The decree abstracted appears to be the ordinary decree in common form, directing the usual accounts to be taken, and that the personal estate of the testator should be applied by the executrix in a due course of administration.

An office copy of the decree should be furnished and compared with the abstract.

If the decree be simply in the common form, the amount of the claim may (with the written consent and

authority of Messrs. A—— B—— and Company) be paid to Mrs. Holcombe, the executrix of the assured.

It must be ascertained by search that Mr. Jasper Holcombe (the assured) did not become a bankrupt, or take the benefit of any of the Insolvent Debtors' Acts.

The policy must be given up; if the full amount due to the bankers be satisfied, the memorandum of deposit should be handed to the insurance office, with the policy, or an endorsement made on the memorandum of deposit of the payment of the claim, and a separate undertaking to produce the security to the office.

ABSTRACT No. 16.

LEASEHOLD FOR YEARS.

HARTON'S TITLE.

Requisitions on title on behalf of purchaser or intended mortgagee, and replies of vendor's solicitor.

Requisitions.

1. The ground comprised in the lease of 1st July, 1830, is described as a piece of ground situate in the parish of St. , in the county of Middlesex. Evidence (by statutory declaration) must be produced, identifying the ground on which the ten houses sold have been built with the ground as described and comprised in the lease, and also as being the ground which has been laid out and is now known as part of Augusta Square, and the ten houses sold as being Nos. 1 to 10 in Augusta Square.

2. Office copies of the proceedings in the bankruptcy of Robert Chard and of the appointments of the official and creditors' assignees, must be produced and handed to the purchaser.

3. It has been stipulated that the title of Arthur Latimer (the lessor) shall not be required to be shown.

To whom is the ground rent of £50, reserved by the lease of 1830, now paid? State the name and address of the party.

The receipt for the last quarter's ground rent to be produced.

4. Under the covenant in the lease, no assignment was to be made without the written licence of the lessor. The written consent of the lessor to the assignment of the lease to Thomas Parker must be produced and handed to the purchaser.

5. Has the assignment of the lease to Thomas Parker been registered in Middlesex? If not, it must now be registered.

6. Have any of the parties named in the abstract (besides Robert Chard), to the knowledge of the vendor or her solicitor, been bankrupt, or taken the benefit of any of the Insolvent Acts?

Did Robert Chard take the benefit of any of the Insolvent Debtors' Acts? and if so, when?

7. It must be shown that the will of Matthew Parker was signed by him and attested by two witnesses. The probates of the wills of Thomas Parker and Matthew Parker must be produced.

8. What amount of probate duty was paid on the two wills abstracted? It must be ascertained to be to the full amount of the property sold. If not, a further probate duty must be paid.

9. Have the wills of Thomas Parker and Matthew Parker been registered in Middlesex? If not, they should be registered, and the particulars of the registry should be furnished to the purchaser's solicitor.

[Reply.—These wills have not been registered; it is not usual to register wills unless they contain a devise of a freehold estate. In this title the lease was registered, and the assignment to Thomas Parker will be registered; and a further title cannot be made without giving notice of the wills, unless something should appear on search of the registry.]

10. Are the annuitants, Maria Watson and Clara Parker, named in the will of Thomas Parker, or either of them, now living? If living, they must join in the assignment and release the property. If both, or either of them, be dead, certificates of their deaths and evidence of their identity should be furnished, and receipts or admissions must be produced of the payment of the annuities, and receipts from the representatives of each or either annuitant (if dead) for a proportionate part of

the annuity, up to the date of their respective deaths, must be produced.

11. The succession accounts and receipts for duty, in respect of the devolution of the property from Thomas Parker to his son, Matthew Parker, and in respect of the devolution of the property from Matthew Parker to his sister, Martha Harton, must be produced; and also the succession accounts and receipts for duty in respect of such of the annuities as have ceased, or the succession duties in respect of the annuities must be commuted for, if the annuitants be living.

12. In what insurance office are the houses insured, and for what amount, and in whose names? The policy or policies must be produced, and also the receipts for the last premiums.

13. Have any leases been made to, or agreements entered into with, the tenants of any of the houses? If so, the leases or agreements must be abstracted and produced.

Inquiries on these points must be made of the several tenants.

What notice to quit must be given to the tenants?

14. Are there any mortgages, charges, leases, assignments, judgments, lis pendens, crown debts, writs of execution, annuities, or other incumbrances affecting the property, or any part of it, which are not disclosed by the abstract?

A—— B——,

Purchaser's solicitor.

N.B.—The usual search should be made in the Middlesex Registry to ascertain that the abstract is complete, and for registered incumbrances; and as a matter of caution it will be desirable to make the usual searches for incumbrances noticed in General Observation, No. 7, *post*.

ABSTRACT No. 17.

FREEHOLD.

PARKES' TITLE.

This title commences with a lease in 1780 for 999 years—a long term.

In 1830 the termor assigned the term to a trustee to

attend the inheritance, and then made a feoffment and levied a fine to acquire a tortious fee; in the deed assigning the term, it is stated that the reversioner was not then known. It will be requisite to have a statutory declaration that no rent has been paid during a long term of years last past.

If the title be accepted, a title must be shown to the term, and the term must now be assigned to a trustee for the purchaser; as it is apprehended that the term did not cease under the provisions of the Act 8 & 9 Vict. c. 112; that Act only applies to freehold and certain customary estates, and not to leasehold estates. See 3rd section of the Act.

Under the will of Edward Parkes, his three sons took as tenants in common in fee.

As to Jeremiah's third.

By the settlement 28th June, 1840, made on the marriage of Jeremiah Parkes, his third was (subject to the life estates of Jeremiah Parkes and Charlotte Benson) limited to the use of the issue of the marriage. In a deed the word "issue" is not a word of limitation; and it is apprehended that the effect of the settlement was to give only life estates in this third to the three children of the marriage, and that (subject to the life estate of Mrs. Charlotte Parkes) the three children are now entitled to this third during their lives as tenants in common in remainder. Subject to their life estates, this third is vested in Mrs. Parkes in fee under Jeremiah's will.

As to Rowland's third.

Rowland Parkes by his will devises his one-third to his brother, Jeremiah, and his children; the effect of which, it is apprehended, was to give them the fee simple as tenants in common.

Jeremiah Parkes by his will devises his real estates to his wife Charlotte.

Therefore, as to Frederick's one-third, he will be the party to convey.

And as to the other two thirds, Mrs. Charlotte Parkes and her three children will be the parties to convey, according to their respective interests. The usual evidence must be furnished as to the marriage of the

parties, births and number of children, and deaths of parties. (See No. 18.)

The usual searches for incumbrances must be made as against all the conveying parties. (See General Observation No. 7.)

And see also General Observation No. 8, and all the following observations, so far as they are applicable to this estate and title.

ABSTRACT No. 18.

FREEHOLD, LATE COPYHOLD.

MORTON'S TITLE.

Requisitions and Observations on part of a Purchaser.

1. What is the custom of the manor of B—— as to freebench? Does the right to freebench attach during the life of the tenant? Is there any widow of Sir Hubert Raymond, or any wife or widow of Sir Henry Charles Raymond, or Alfred Rochfield, now living? If so, she should release her right to freebench or dower, unless barred by settlement or some other mode, which must be shown. If the wives of these three persons be dead certificates of their deaths should be furnished, and declarations as to their identity.

2. What is the custom of the manor of B—— as to entails? Does the custom permit customary estates holden of the manor to be entailed?

3. The court rolls of the manor of B—— must be carefully searched to ascertain that the abstract is correct and complete.

4. Evidence must be furnished (by the certificate of the steward of the manor, or otherwise), that the admission and surrender of 24th April, 1856, to bar the entail in Sir Henry Charles Raymond was duly entered on the court roll within six months after the surrender was made. Sometimes it happens that the court rolls are not completed for years after the transactions take place.

5. The following certificates must be furnished to the purchaser, viz.—

1. Certificate of the marriage of Sir Roland Raymond.

2. Certificate of the baptism or birth of Sir Henry Charles Raymond, to show that he was 21 years of age at the date of the surrender of 24th April, 1856.
3. Certificate of death of Sir Roland Raymond and a statutory declaration by some person acquainted with the family, verifying the certificates, and identifying the parties, and stating that Henry Charles Raymond was the eldest or only son of Sir Roland Raymond. The certificates should be made exhibits to the declaration.
6. With respect to the conveyance of the freehold to Mr. Morton by the deed of 24th June, 1864, some difficulty will arise in completing the title, in consequence of the peculiar and very unusual form of the limitations in that deed. The legal estate is limited to Cheston (the trustee), his executors and administrators during the life of Mr. Morton, in trust for him, with remainder to the use of the heirs and assigns of Mr. Morton. So that the estate of Mr. Morton during his life is merely equitable, with a legal remainder to his heirs,—therefore the two estates cannot coalesce under the Rule in Shelley's Case, which rule is inapplicable in this instance. How do the vendor's solicitors propose to remedy this defect?
7. Has any charge been made on the estate under the Drainage and Land Improvement Acts? Search should be made for any such charge at the office of the Inclosure Commissioners, No. 3, St. James's Square.
8. Are there any rights of way over the estate, or is there any other easement affecting the property? If so, state the particulars.
9. Have any of the parties named in the abstract been bankrupt or taken the benefit of any of the Insolvent Debtors' Acts? If so, when?
10. Is the vendor, or are his solicitors, aware of any surrender, charge, mortgage, annuity, writ of execution, judgment, crown debt, *lis pendens*, or any other deed or incumbrance affecting the property which is not disclosed by the abstract?
11. Search should be made for judgments, *lis pendens*, crown debts, writs of execution and annuities, and also in bankruptcy and insolvency, as against Sir Henry Charles Raymond, Alfred Rochfield, and Mr. Morton,

the vendor, and also for deeds of composition and liquidation with creditors.

12. Is the estate, or any part of it, under lease to, or agreement with, any of the tenants? If so, the leases or agreements should be abstracted and produced for examination. It must be ascertained that they are properly stamped, and the counterparts should be handed to the purchaser on completion.

13. What notices to quit must be given to the tenants?

Inquiry as to these particulars should be made of the tenants as to the terms of their tenancies.

14. What documents of title will be handed to the purchaser?

15. Receipt for the succession duty, which became payable on the death of Sir Roland Raymond, must be produced and handed to the purchaser on completion.

ABSTRACT No. 19.

COPYHOLD.

HADLEY'S TITLE.

Observations and Requisitions.

1. What is the custom of the manor of D—— as to freebench? Is any widow of James Hadley now living? If so, she should release her right to freebench.

2. What is the custom of the manor of D—— as to entails? Does the custom allow customary estates to be entailed?

3. What was the custom as to descent in 1812?

4. The court rolls of the manor should be carefully searched to ascertain that the abstract is correct and complete.

5. The probate or an office copy of the will of Jonathan Parker should be furnished, and it should be ascertained that his daughter, Mary Parker, was executrix, and proved the will, and that the proper probate stamp is on it to cover the £500 mortgage debt and interest.

6. Under the will of Christopher Phillips, the legal estate was devised to Benjamin Travis. The three

children of Christopher Phillips were joint tenants in tail of the equitable estate, with cross remainders.

7. The following certificates of facts must be furnished to the purchaser, viz. :—

Births of the three children of Christopher Phillips,
to show their ages;

Deaths of Ada Phillips,
Charles Phillips,
Martha Phillips;

And a statutory declaration by some person or persons well acquainted with the family, identifying the parties, and verifying the certificates, and showing and stating that Ada Phillips and Charles Phillips both died infants, without issue, and unmarried; the certificates should be made exhibits to the declaration.

8. It must be shown that the deed of disentail of 23rd November, 1858, was duly entered on the court roll of the manor within six calendar months after the date and execution of the deed, otherwise the entail and the remainder over were not duly barred.

9. Receipts for the succession duties which became payable on the deaths of Martha Phillips, Ada Phillips, and Charles Phillips, must be produced and handed to the purchaser on completion.

And it should be ascertained that the probate and legacy duties which under the will of James Hadley became payable in respect of the purchase-money for the estate are paid.

10. The conveyance to the purchaser will be by a bargain and sale, from the executors and trustees of the will of James Hadley; the purchaser will be entitled to admission on this bargain and sale. The copyhold estate is not devised to the executors, and they have a common law power to sell: therefore the executors cannot be admitted; but it should be ascertained that the lord of the manor has not seized the estate *quousque* for want of a tenant.

11. What documents of title will be handed to the purchaser on completion?

12. What are the outgoings payable out of the estate? It should be seen that all the outgoings, rates and taxes are duly paid.

See General Observations and Requisitions applicable to this title, No. 7 *et seq.*, as to searches, &c.

ABSTRACT No. 20.

LEASEHOLDS FOR YEARS.

DORNTON'S TITLE TO LEASEHOLD ESTATE.

Requisitions of Purchaser's Solicitor.

Replies of Vendor's Solicitor.

1. In what office have the houses been insured, in whose names, and to what amount?

The property is insured in £2,000 in the Fire Office. The policy and receipt will be produced.

The policy must be produced, and the receipt for the last premium.

2. To whom is the ground rent of £40, reserved by the lease of 29th September, 1840, now payable?

Mr. A — B —, of No. Street.

State the name and address of the party.

The receipt for the last quarter's rent must be produced to the purchaser's solicitor.

The receipt will be produced.

3. Was Heinrich von Kohn, the lessee in the lease of 29th September, 1840, an alien?

Heinrich von Kohn was an alien, but obtained a certificate of naturalization from the Secretary of State under the provisions of 7 & 8 Vict. c. 66. This will be produced. See also Act 33 Vict. c. 14.

If so, had he been naturalized?

Under the rules of the building society.

4. It appears that Radford and Hensley, the mortgagees, were trustees of the Permanent Benefit Building Society; under what authority were they authorized to receive the mortgage debt of £400 and interest, and give a receipt for it?

A copy of the authority from the directors or trus-

*Requisitions of Purchaser's
Solicitor.**Replies of Vendor's
Solicitor.*

tees of the society must be furnished.

Under what authority were the mortgagees authorized to indorse a receipt on the mortgage, and what is the effect and purport of that receipt?

Will the mortgagees concur in the assignment to the purchaser?

A printed copy of the rules of the Benefit Building Society, and a printed copy of the certificate of the barrister appointed to certify such rules, must be furnished to the purchaser.

A certificate from the secretary of the Building Society will be obtained as to the authority of the trustees.

This will not be necessary; the receipt indorsed on the mortgage revested the property in the mortgagor. (See 5th sect. of 6 & 7 Will. 4, c. 32.)

(Copy certificate.)

"I hereby certify that the foregoing rules are in conformity to law, and within the provisions of the statute 6 & 7 Will. 4, c. 32.

"John Tidd Pratt."

One of the conditions of sale is, that the production of a printed copy of the rules of the Benefit Building Society, and a printed copy of the certificate of the barrister appointed to certify such rules, shall be conclusive evidence that such society was legally constituted in all respects; and in cases where the vendor has not such copies, it shall be assumed that the society was legally constituted in all respects; that all parties who acted as trustees of such society shall be assumed to have been properly appointed

*Requisitions of Purchaser's
Solicitor.*

*Replies of Vendor's
Solicitor.*

There is no stamp on the mortgage. How is it exempted from stamp duty?

5. Have any of the persons named in the abstract been bankrupt, or taken the benefit of any of the Insolvent Debtors' Acts, or executed any assignment to trustees for the benefit of creditors? If so, when?

[N.B.—Searches in these respects should be made by the purchaser's solicitor.]

6. The lease to H. von Kohn of 29th September, 1840, appears to have been an under-lease, and that the ground comprised in that lease was part of certain ground comprised in the original lease of 25th March, 1840, and that Thompson, the lessor in the lease abstracted, was only a lessee. The property now purchased (with the other property comprised in the original lease) appears to be subject to a large annual rent, and to the performance of covenants reserved and con-

without any evidence; that all proceedings of such persons shall be deemed to have been regular, and that all acts done or to be done by them shall be assumed to be authorized and valid.

Under sect. 4 of 6 & 7 Will. 4, c. 32.

1871

1872

1873

1874

1875

1876

1877

1878

1879

1880

1881

1882

1883

*Requisitions of Purchaser's
Solicitor.*

*Replies of Vendor's
Solicitor.*

came payable on the death of Richard Thomas Dorn-ton in respect of the pro- perty now sold, must be produced and handed to the purchaser.

10. Has the will of Richard Thomas Dorn-ton been registered in Middle- sex? (See Harton's Title, No. 16, as to registering wills.)

It is not usual or neces- sary to register wills with respect to leasehold estates for years. (See Sugden, Vend. & Pur., vol. ii., p. 676, 11th edition.)

EXTRACTS from Clauses in Acts relating to Mortgages to Trustees of Benefit Building Societies.

Under the Benefit Building Societies' Act, 6 & 7 Will. 4, c. 32, s. 4 (which incorporates the provisions of the Friendly Societies' Act, 10 Geo. 4, c. 56, s. 37), mortgages by members of a Benefit Building Society to the Society, were exempted from stamp duty.

Since the 31st July, 1868, and under the 31 & 32 Vict. c. 124, s. 11, the amount of the money to be secured by an unstamped mortgage to a Benefit Building Society is limited to £500.

All receipts endorsed on the mortgage deed are exempt from duty.

By 5th section of 6 & 7 Will. 4, c. 32, it is enacted, "That it shall be lawful for the trustees named in any mortgage made on behalf of such societies, or the sur- vivors or survivor of them, or for the trustees for the time being, to endorse upon any mortgage or further charge given by any member of such society to the trustees thereof for monies advanced by such society to any member thereof, a receipt for all monies intended to be secured by such mortgage or further charge, which shall be sufficient to vacate the same, and vest the estate of and in the property comprised in such security in the person or persons for the time being entitled to the equity of redemption, without it being necessary for the trustees of any such society to give any reconvey-

ance of the property so mortgaged; which receipt shall be specified in a schedule to be annexed to the rules of such society, duly certified and deposited as aforesaid."

ABSTRACT No. 21.

DENNE'S TITLE.

Observations.

The deeds of 4th and 5th March, 1820 (recited in the deed of 1834), should be produced for examination by the purchaser's solicitor, and it must be ascertained that the deeds are properly stamped.

William Denne's will must be carefully examined, and it must be registered in Middlesex as against the heir-at-law.

Mrs. Laura Denne, who appears to have been married to William Denne before 1834, must concur in the conveyance to the purchaser to release her right to dower, and also to release the estate from her life annuity of £200, given to her by the will of William Denne.

Julia Denne must release the estate from her life annuity of £50; the succession duty on the annuity to Julia must be commuted for and paid, and the succession duty payable by Charles Denne must be paid, and the official receipts for these duties must be handed to the purchaser.

Is there any lease, or agreement for a lease, to a tenant of any part of the property? If so, the lease or agreement must be produced. Inquiry should be made of the tenants.

See General Observations Nos. 7, 8, 9, 11, 12, 13, 15 and 16; these should be attended to so far as they are applicable to this estate and title.

The searches should be as against William Denne and Charles Denne.

The Middlesex Registry must be carefully searched to see that the abstract is complete.

ABSTRACT No. 22.

FREEHOLD.

CROSBY'S TITLE.

Observations.

1. What title deeds relating to the estate are in the possession of the vendor? Has she the custody of the deeds of 17th and 18th November, 1835?

2. What deeds and documents of title will be delivered to the purchaser?

3. It should be ascertained whether Robert Foster, the vendor, in 1835 had a wife, then and now living, who was entitled to dower; and when Robert Foster died, if he be dead. See General Observation No. 2.

4. Was Isaac Crosby a bankrupt or insolvent debtor before 1868? If so, when?

5. Is the vendor, or is her solicitor, aware of any judgment, crown debt, annuity, *lis pendens*, lease, mortgage, or other incumbrance, bankruptcy or insolvency affecting the property or the vendor's title, and not disclosed by the abstract? If so, state the particulars.

6. Joseph Morton, the trustee, must concur in the conveyance to the purchaser.

7. See General Observations 7 to 17, so far as they are applicable to this Title.

The usual searches must be made. See General Observation No. 7.

These searches must be as against Isaac Crosby and Mrs. Eleanor Crosby.

These searches should be made a few days before the completion of the purchase.

8. The settlement made by the deed of 13th September, 1867, appears to be a voluntary settlement by Isaac Crosby, and to have been made for the purpose of defrauding his creditors; and as he became bankrupt so soon after the date of the settlement, the title is objectionable on those grounds, and the settlement would seem to be void (under the statute 13 Eliz. c. 5) as against the mortgagee and the assignees in bankruptcy.

How is it shown that this settlement can be supported,

and that Mrs. Eleanor Crosby can make a good title as against, and without the concurrence of, the mortgagee and the assignees in bankruptcy?

Reply of Vendor's Solicitor.

It appears clearly from the settlement of 1867 that £500 was paid by Peter Adams to Isaac Crosby as a consideration and inducement to him to make this settlement. The payment of this sum (being a valuable consideration) had the effect of supporting the settlement under the 27 Eliz. c. 4, and prevents it from being purely voluntary, and took it out of the operation and meaning of the 13 Eliz. c. 5. The settlement is perfectly valid, and Mrs. Crosby can make a good title to the purchaser.

See the case of *Bayspoole v. Collins*, vol. 6, Law Reports, January 17th, 1871 (Chancery Appeals), p. 228, and the cases there cited.

GENERAL OBSERVATIONS AND REQUISITIONS *which*
may be applicable to various Titles.

THE circumstances and facts relating to each title must, of course, be duly ascertained and considered.

No. 1.—Legal fee outstanding in a trustee, who died before the 37 & 38 Vict. c. 78 came into operation.

Under the limitation in the _____ of _____, 18____ (or under the will of _____), the legal estate in fee simple would (unless it has been got in) appear to be outstanding in A—— B——, or his devisee or heir-at-law.

This legal estate must now be got in.

Is A—— B—— alive?

If dead, when did he die? and where was he buried?

A certificate of his death or burial, duly authenticated as to identity, must be furnished.

If dead, did he make a will, or die intestate?

If he made a will, the probate, or an office copy, must be produced, to ascertain whether it contains any devise which passed the legal fee simple vested in him as a trustee.

If A—— B—— died intestate, this should be shown by the production of letters of administration of his personal estate, or other evidence of his intestacy; and if he died either wholly intestate, or intestate as to real estate vested in him as a trustee, it must be shown by proper evidence who is his heir or heirs-at-law. The nature of this evidence will depend upon the peculiar circumstances under which the party claims to be heir-at-law.

A—— B—— (if living), or his devisee of trust estates (if he made a will, devising trust estates) or his heir-at-law (if he died intestate as to freehold trust estates, and if he died before the 37 & 38 Vict. c. 78, came into operation), must now concur in the conveyance of the

*v. C. Act. 81.
s. 30. as to
deaths after
Dec. 31. 81.*

legal estate in fee simple to the purchaser or mortgagee. It must be ascertained that the parties are 21 years of age.

See 4th, 5th and 6th sects. of 37 & 38 Vict. c. 78 as to freehold and copyhold estates vested in mortgagees or bare trustees who die after the commencement of the act. The above sections enable the legal personal representatives of the mortgagee or trustee to convey the legal estate.

*Repealed by S. 30
C. A. 81.*

*5th repealed by
S. 4 & Land Transfer
Act. 75. NB*

No. 2.—Dower of women married before 1834.

Inquiry should be made whether the vendor, or testator, or intestate (as the case may be), in 18 , was married at the date of the deed or death of the owner of the estate, and also whether his wife (if married before 1834) is now living, in which case it would appear that she is entitled to dower out of the estate, unless barred of dower by some mode which must be shown, or unless the vendor, testator, or intestate has been dead more than twenty years since, in which case (if dower had not been claimed) it may be assumed that the widow is barred of dower by the 2nd and 3rd sects. of the Act 3 & 4 Will. 4, c. 27.

If the wife or widow is stated to be dead, a certificate of her burial or death, and evidence of her identity, should be required.

N.B.—This observation is applicable to women who were married before 1834, but it only applies to cases where the husband during the coverture had a legal estate either in fee simple or in fee tail in possession.

No. 3.—Dower of women who have been married since 1833.

A woman married since 1833 is entitled to dower out of all freehold estates of which her husband dies seized in fee simple or fee tail (whether legal or equitable) in possession, unless barred of dower by declaration or by deed or will of the husband. See Dower Act, 3 & 4 Will. 4, c. 105.

On the death of a person seized of a freehold estate in fee simple or fee tail in possession, it will be requisite to inquire if he left a widow; if so, she should release her right to dower (unless barred as above).

As to copyhold estates, the right of a wife or widow to freebench is not affected by the Dower Act. And on any dealing with a copyhold estate of inheritance in

possession it will be requisite to inquire as to the custom of the manor with respect to freebench; and whether any widow of any former copyhold tenant be living. See *Doe v. Gwinnel*, 1 D. & G. 180; 1 Adol. & Ellis, N. S. 682; 6 Jur. 235; 10 Bing. 29.

N.B.—Inquiry with respect to widows entitled to dower or freebench is frequently overlooked and omitted to be made.

No. 4.—Succession duty.

Receipts must be produced showing the payment of the succession duties which became payable on the deaths of [state the names of the deceased parties]. The receipts must be handed to the purchaser on completion of purchase.

This only applies to persons becoming entitled on the death of any person dying since the 19th May, 1853.

In ordinary cases, this requisition may be shortly stated thus: "Succession duty receipts under the intestacy of A—, and also under the will of B—, must be produced, and handed to the purchaser on completion."

No. 5.—Search for deeds of disentail by tenants in tail.

A strict search must (shortly before the completion of the purchase or mortgage) be made in the Chancery Inrolment Office, Chancery Lane (for recent disentailing deeds), and at the Public Record Office, Rolls Buildings, to ascertain whether any deeds of disentail or assurances, or fines or recoveries, have been executed, levied, or suffered by any of the parties entitled to estates tail under any of the deeds or wills abstracted, viz.: [here state the names of the tenant in tail, or several tenants in tail, as the case may be].

N.B.—At the end of each year or half-year, an index of deeds of disentail and other deeds enrolled, and the records, are transferred from the Chancery Inrolment Office to the Public Record Office.

No. 6.—Enrolment of conveyances by tenants in tail.

The conveyance or mortgage must (as to the shares of) [state the names of the tenant or tenants in tail] be enrolled in Chancery within six calendar months after the execution of the deed professing to bar the entail, conformably to the provisions

of section 41 of the Fines and Recoveries Act, 3 & 4 Will. 4, c. 74; and the vendor or mortgagor must pay the cost of enrolment, unless the parties entitled to estates in tail bar the entail (by a short deed or deeds duly enrolled) before the conveyance or mortgage to the purchaser or mortgagee, which would save the expense of enrolling the conveyance or mortgage; in which case an abstract of the deed or deeds of disentail must be furnished, and the deeds produced; and it must be ascertained that they are duly executed and stamped, and also duly enrolled within six months after execution.

No. 7.—Searches for judgments, &c.

The usual search must be made (in the Common Pleas Office, Serjeants' Inn, Chancery Lane, London) for judgments, lites pendentes, crown debts, registered decrees, orders of Courts of Equity and Bankruptcy, writs of execution, and annuities, and at the Bankruptcy Court in Basinghall Street, in bankruptcy and insolvency (and at the Insolvent Registry in Portugal Street for insolvencies prior to 1860), and also for deeds of composition with creditors at the office of the Registrar of Deeds of Arrangements in Bankruptcy, No. 2, Quality Court, Chancery Lane, as against [here state the names of the parties as against whom these searches should be made].

These searches should be deferred until a few days before the completion of the purchase or mortgage.

N.B.—With respect to judgments, registered decrees, orders of Courts of Equity and Bankruptcy, and other orders having the effect of judgments, which have been obtained or made since the passing of the Act 23 & 24 Vict. c. 38 (23rd July, 1860), and which did not exist at the time of the passing of that Act, it may be considered that they are not available, or of any force, unless duly registered in the Common Pleas Office, and unless a writ of execution or other process has been issued and put in force within three months after registry.

See sects. 1 and 5 of the Act 23 & 24 Vict. c. 38.

See also 2nd section of 27 & 28 Vict. c. 112, as to judgments, &c., entered up since 29th July, 1864.

By that Act no judgment, &c. entered up after that date is to affect any land of whatever tenure, until such land shall have been actually delivered in execution by virtue of a writ of elegit, or other lawful authority, in

pursuance of the judgment; the writs are to be registered.

It must, however, be kept in mind that the above-mentioned Acts do not affect judgments entered up prior to the passing of those Acts.

Judge's charging orders on stocks, shares, &c.

If any person against whom any judgment shall have been entered up in any of Her Majesty's superior courts at Westminster, is interested in any government stock, funds, or annuities, or any stock or shares of or in any public company in England, whether incorporated or not, standing in his own name, in his own right, or in the name of any person in trust for him, or in the name of the Paymaster-General of the Court of Chancery, or is interested in the interest, dividends, or annual produce thereof, a judge of one of the superior courts may, on the application of any judgment creditor, order that such stock, funds, annuities or shares, or the interest, dividends or annual produce thereof, or such of them, or such part thereof respectively, as he thinks fit, shall stand charged with the payment of the amount for which judgment has been so recovered, and interest thereon; and such order entitles the judgment creditor to all such remedies as he would have been entitled to if the charge had been made in his favour by the judgment debtor; but no proceedings can be taken to have the benefit of the charge, until after the expiration of six calendar months from the date of the order. (Vide 1 & 2 Vict. c. 110, s. 14; 3 & 4 Vict. c. 82, s. 1.)

The order *nisi*, when passed and entered, should be served on the debtor, his attorney, or agent (sect. 15), and be lodged with the Paymaster-General, if it affects a fund in court; and be served upon the Chief Accountant of the Bank of England, if it affects any government stock not in court; and where it affects stocks or shares of any public company, it should be served on the authorized agent thereof (1 & 2 Vict. c. 110, s. 15).

Every judgment debt carries interest at the rate of £4 per cent. per annum from the time of entering up the judgment (sect. 17).

No. 8.—Bankruptcy or insolvency.

Have any of the parties named in the abstract, to the knowledge of the vendor or his solicitor, been bankrupt, or taken the benefit of any of the Insolvent Debtors'

Acts? or executed any deed of composition with creditors? or been in liquidation under any of the acts? And if so, when? State the particulars.

No. 9.—Searches for charges under Drainage or Land Improvement Acts (principally applicable to farms and large estates).

Searches must also be made at the office of the Inclosure Commissioners, No. 3, St. James's Square, and at the office of Land Registry, No. 31, Lincoln's Inn Fields, London, for any charges on the estate under the Drainage and Land Improvement Acts; and inquiry must be made of the vendors and their respective solicitors as to their knowledge of any such incumbrances.

No. 10.—As to leases to, and agreements with, tenants.

Are there any leases to, or agreements with, any of the tenants of any part of the estate? If so, they should be abstracted and produced; and it should be ascertained that they (or the counterparts) are duly stamped. What notices will be requisite to determine the tenancies? Are there any, and what, claims for compensation to be paid to the tenants, or any of them, for acts of husbandry done by them? Inquiry should be made of the several tenants whether they hold under any lease or agreement, and as to the terms of their holdings, and whether they hold as tenants from year to year, or how otherwise.

N.B.—Notice to a purchaser of a lease or tenancy, is notice of the contents of such lease, or the terms of such tenancy.

No. 11.—Easements.

Are there any rights of way, or other easements over, out of, or affecting any part of the estate sold? If so, what are they? State the particulars.

No. 12.—Stamps.

It should be ascertained that all the deeds and documents of title abstracted are properly stamped.

No. 13.—Inquiry should be made of the vendor's solicitor whether he or the vendor is aware of any judgment,

crown debt, annuity, *lis pendens*, lease, mortgage, writ of execution, bankruptcy or insolvency, or any charge or incumbrance, or deed or document, affecting the property or the vendor's title, and not disclosed by the abstract. In ordinary cases the requisition may be shortly stated thus: "Has the vendor been bankrupt or insolvent, or executed any conveyance or assignment for the benefit of creditors? and is the vendor's solicitor aware of any incumbrance affecting the property sold to Mr. A——?"

No. 14.—What deeds and documents of title will be handed to the purchaser on completion?

No. 15.—Are there any outgoings payable out of the estate? If so, state the particulars.

No. 16.—It must be shown that all the rates and taxes and outgoings payable out of or in respect of the property sold, have been duly discharged.

No. 17.—The purchaser reserves the right of making any further objections or requisitions which may arise from the above requisitions or the vendor's answers thereto.

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